

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

## **SEPTEMBER 26, 2023**

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

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

### **WORK SESSION**

9:00 a.m. Charity Markus, SETran Mobility Manager (Call-in)  
- CDL Third Party Testing Site Conversation

9:30 a.m. Thomas Dunagan, Prowers County Coroner  
- VertiQ Software Proposal

10:00 a.m. Rosana Reyes, Ph.D., Lamar Community College President  
- LCC Update

10:30 a.m. Faron Williams, Prowers County Maintenance Director  
- Update

11:00 a.m. Gene Sobczak, High Plains Community Health Center Interim CEO  
- Update

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

11:45 a.m. Judy Wittman, Prowers County Treasurer  
- Financial Update

### **MEETING AGENDA**

Invocation

Pledge of Allegiance

1:00 p.m. 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 September 12, 2023 Meeting Minutes

### PUBLIC APPEARANCES

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

#### Mark Westhoff

- County Administrator Update

#### Rose Pugliese, Esq.

- County Attorney Update

#### Michelle Nelson, AgriTech Consultant

- Update Koeller 1041 Report and Tri-State 1041 Dry Up Parcels Report

### 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 for matters related to the following: **Part I**-Tri-State's Application for Findings of Reasonable Diligence, **Part II**-Three Mile Agreement, and **Part III**-County Investments.

### ACTION ITEMS:

1. Consider ratifying 9-7-2023 email poll approval of a second Letter of Support sent to Elizabeth O'Rear in the Colorado Tourism Office regarding Prowers County's support of the Lodging Tax Tourism Panel's application for CTO Marketing Grant.
2. Consider approval of Laboratory Services Agreement between Prowers County Department of Human Services and Laboratory Corporation of America Holdings for parentage testing services to be administered by the Protective Services Nurse Consultant and authorizing Director of Human Service, Lanie Meyers-Mireles to execute the agreement.

3. Consider approval of Family Facilitator Coordinator Agreement between Crowley County Department of Human Services and Prowers County Department of Human Services for the provision of Facilitated Family Meetings from September 1, 2023 through June 30, 2024 and authorizing Lanie Meyers-Mireles, Director of Human Services to execute the agreement.
4. Consider approval of Request for ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2.1) to LPHAs Statement of Work, project period August 1, 2023 through April 30, 2024 and authorizing Public Health Director, Megan Hillman to execute the document.
5. Consider approval of Subdivision Exemption Application by Quality Feeds, LLC, in the SE¼ Section 19, Township 22, Range 47. The request is to subdivide the existing 31.79 acres into two tracts, Tract 1 approximately 9 acres and Tract 2 approximately 22 acres. The property is located in an I-1 Industrial zoning district. This will be an Amended First Subdivision. The application was approved by the Planning Commission on September 13, 2023.
6. Consider approval of Subdivision Exemption Application by Tri-State Generation and Transmission Association, Inc., in the S½SW¼SW ¼ of Section 17, Township 22, Range 42. The request is to subdivide approximately 10 acres from the existing property of 320 acres. The property is located in A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on September 13, 2023.
7. Consider approval of Final Subdivision Exemption Plat Map for S Bar Ranches, Inc. Application request was approved on May 24, 2023 by the Planning Commission and on June 13, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in Indian Claim No. 26 in the SE¼SE¼ of Section 19, Township 22, Range 46 and the SW¼SW¼ of Section 20, Township 22 South, Range 46 west, of the 6th P.M., , subdividing a total of 3.59 acres into three tracts **Tract A-1.07 acres, Tract B-.83, Tract C-1.69** acres, and to be recorded in the County Clerk's Office.
8. Consider ratifying 9-11-2023 email poll approval for County Finance Director/Budget Officer, Paula Gonzales to transfer \$69,040.00 from the Withholding Account No. 36695 to County General Account No. 10225.
9. Consider approval of 2023-2024 LEAP Outreach Incentive Program Agreement between Prowers County Department of Human Services and The Cornerstone Resource Center in the amount of up to \$15,000 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.
10. Consider approval of CTSI 2024 County Health Pool Employer Insurance Options and Rates.
11. Consider approval of an MOU for Colorado Case Management Redesign, Change Management Funding Allocation effective September 15, 2023 through July 31, 2024, and authorizing Public Health Director, Meagan Hillman to execute the document.
12. Consider approval of 2024-2026 CSBG Grant Application in the amount of \$26,994.00 and authorizing PATS Director, Darren Glover to submit the application electronically.

13. Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and Appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for September 2023 September 2024 regarding County Lodging Tax Collections.
14. Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and Appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for September 2023- September 2024 regarding County Sales/Use Tax Collections.
15. Consider approval of Notice of Participation in the Lower Arkansas Valley Area Agency on Aging Programming for the year January 1, 2023 through December 31, 2023 and Prowers County's contribution amount of \$4,984.00.
16. Consider ratifying 9-20-2023 email poll approval of an Intergovernmental Agreement between Prowers County, Colorado and Lower Arkansas Valley Water Conservancy District to file a joint opposition statement to Tri-State Generation's Petition in the water court, effective September 19, 2023.
17. Consider ratifying 9-20-2023 email poll approval of a Memorandum of Agreement between Prowers County, Colorado and Lower Arkansas Valley Water Conservancy District for intent to file a joint statement of opposition concerning Case No. 23CW2036 (Tri-State), Application of Tri-State Generation and Transmission Association, Inc. for Findings of Reasonable Diligence in Prowers and Bent Counties, effective September 19, 2023.
18. Consider approval of a 90-day Temporary Liquor License Permit to expire on December 26, 2023 for Lamar Stop LLC, Liquor License Type: Retail Fermented Malt Beverage Off Premises (County), who is in the process of applying for a Liquor License Transfer of Ownership from KP Enterprise Inc., dba Ports to Plains Truck Plaza to Lamar Stop LLC, (Convenience Store), located at 33110 County Rd 7, Lamar, Colorado.
19. Consider approval of a 90-day Temporary Liquor License Permit to expire on December 26, 2023 for Lamar Stop LLC, Liquor License Type: Beer and Win (County), who is in the process of applying for a Liquor License Transfer of Ownership from KP Enterprise Inc., dba Ports to Plains Truck Plaza to Lamar Stop LLC, (Restaurant), located at 33110 County Rd 7, Lamar, Colorado.
20. Consider approval of proposal from D.V. Douglass Roofing Inc. to complete re-roofing project on Prowers County District Attorney Office, 110 East Oak Street, Lamar, CO, totaling \$115,788 plus shipping costs and authorizing BOCC Chair Ron Cook to execute the document.
21. Consider approval of Contract Amendment #2, 24 QAAA 185647 to Original Contract No. 22 IHIA 17453 total amount \$300,000.00, contract to expire September 29, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.
22. Consider ratifying 9/7/2023 email poll approval of Joint Business Incentive Application between Prowers County, Prowers Economic Prosperity, and the City of Lamar.

23. Consider approval of VertiQ Hosted Software (SaaS) Subscription Agreement between VertiQ Software LLC and Prowers County effective 9/13/2023 and renewing annually until 9/13/2028, totaling \$5960 for the first year and \$1200 for each remaining year, and authorizing Prowers County Coroner Thomas Dunagan to execute the document.
24. Consider ratifying 9/14/2023 email poll approval of Grant Eligibility Confirmation form for SIPA Micro-Grant totaling \$6500 to be spent before June 30, 2024, to aid the Prowers County website conversion, and authorizing BOCC Chair Ron Cook to execute the document.
25. Consider approval of appointing a Commissioner Designee and Alternate to the CCI Legislative Committee to vote on 2024 CCI Legislative Priorities and authorizing BOCC Chair Ron Cook to certify the appointment.
26. Consider ratifying 9/20/2023 email poll approval for Prowers County to sponsor the livestock auction at the 2023 Holly Gateway Fair for a total of \$300.
27. Consider ratifying 9-14-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$268,391.07 County General Fund, \$54,137.04 DHS and H3C with a certification date of September 19, 2023.

**PREVIOUSLY TABLED ACTION ITEMS:**

1.

***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 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: \$122,714.45

DATED AS OF: **September 26, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 86,271.74	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ 6,381.72	-	-
ROAD & BRIDGE FUND	\$ 3,838.86	-	-
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ 14,000.00	-	-
CRMC FUND	\$ 7,071.05	-	-
OPC FUND	\$ 5,151.08	-	-
Totals	\$ 122,714.45	\$ -	\$ -

DATE: September 26, 2023

BOCC CHAIRMAN

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	122,714.45
AP + Fringes	\$	122,714.45
Total Pd Certification - Payroll	\$	122,714.45
Total Payroll + Fringes	\$	-

Ending Check No.	70182
Beginning Check No.	70147

Total Number of Checks:

36

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

COUNTY OF PROWERS }

Prowers County Treasurer's Office

# 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: \$122,714.45 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 26, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 86,271.74	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	-	
PUBLIC HEALTH AGENCY	\$ 6,381.72	-	-
ROAD & BRIDGE FUND	\$ 3,838.86	-	-
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ 14,000.00	-	-
CRMC FUND	\$ 7,071.05	-	-
OPC FUND	\$ 5,151.08	-	-
<b>Totals</b>	<b>\$ 122,714.45</b>	<b>\$ -</b>	<b>\$ -</b>

DATE: September 26, 2023

BOCC CHAIRMAN

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	122,714.45
AP + Fringes	\$	122,714.45
Total Pd Certification - Payroll	\$	122,714.45
Total Payroll + Fringes	\$	-

Ending Check No.	70182
Beginning Check No.	70147

Total Number of Checks:	1 36
-------------------------	---------

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01  
70147-70182

0010

September 26, 2023

Lost Check - Void /Cancelled 69978

\$	86,271.74
\$	(2,454.08)

Payroll

Fringes

\$	-
\$	-

Total \$ 83,817.66

ARPA - 02

0018

2023

\$	-
----	---

Payroll

Fringes

\$	-
\$	-

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023

\$	3,838.86
----	----------

Payroll

Fringes

\$	-
\$	-

Total \$ 3,838.86

FSA (Cafeteria) 552

0552

2023

\$	-
----	---

Total \$ -

Sheriff's Booking Fees

0675

Payroll

\$	-
----	---

Total \$ -

SALES & USE TAX FUND - 03

0900

2023

\$	-
----	---

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023

\$	-
----	---

Total \$ -

CAPITAL FUND - 07

0100

2023

\$	-
----	---

Total \$ -

OTHER AGENCIES FUND- 08

2023

\$	-
----	---

Total \$ -

LODGING TAX - 09

0014

2023

\$	14,000.00
----	-----------

Payroll

Fringes

\$	-
\$	-

Total \$ 14,000.00

PUBLIC HEALTH AGENCY - 11

0676

2023

\$	6,381.72
----	----------

Payroll

Fringes

\$	-
\$	-

Total \$ 6,381.72

CRMC

0016

2023

\$	7,071.05
----	----------

Payroll

Fringes

\$	-
\$	-

Total \$ 7,071.05

PC

0017

2023

\$	5,151.08
----	----------

Payroll

Fringes

\$	-
\$	-

Total \$ 5,151.08

  
Paula Gonzales, Finance Director

GRAND TOTAL \$ 120,260.37

# 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: \$122,714.45  
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 26, 2023**

		#		
		A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	86,271.74	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-		
BOOKING FEES ACCOUNT	\$	-	-	
PUBLIC HEALTH AGENCY	\$	6,381.72	-	-
ROAD & BRIDGE FUND	\$	3,838.86	-	-
SALES & USE TAX FUND	\$	-		
CONSERVATION TRUST FUND	\$	-		
CAPITAL FUND	\$	-		
OTHER AGENCIES FUND	\$	-		
LODGING TAX FUND	\$	14,000.00	-	-
CRMC FUND	\$	7,071.05	-	-
OPC FUND	\$	5,151.08	-	-
<b>Totals</b>	<b>\$</b>	<b>122,714.45</b>	<b>\$ -</b>	<b>\$ -</b>

DATE: September 26, 2023

BOCC CHAIRMAN

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

COMMISSIONER

DATE: September 26, 2023

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	122,714.45
AP + Fringes	\$	122,714.45
Total Pd Certification - Payroll	\$	122,714.45
Total Payroll + Fringes	\$	-

Ending Check No. 70182  
 Beginning Check No. 70147

STATE OF COLORADO }  
 } SS:  
 COUNTY OF PROWERS }

Total Number of Checks:

36

Prowers County Treasurer's Office

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
----------	------------	-----------	--------	--------------

## Fund 001

### Dept 00

70159	9/26/2023	393	Family Support Registry	\$2,454.08
	Bank No:	2	Bank Account No: 10225	
Invoice: PR-83120239139x Replacement Check for August Payroll Liability \$2,454.08				
	Ledger:	00100216600	Garnishments	\$2,454.08
Invoice Total within Fund/Dept: PR-83120239139x Replacement Check for August Payroll Liability \$2,454.08				

Total Of Dept: 00 \$2,454.08

### Dept 02

70163	9/26/2023	470	Holly Gateway Fairboard	\$5,000.00
	Bank No:	2	Bank Account No: 10225	
Invoice: September 2023 Holly Fair funding \$5,000.00				
	Ledger:	00102424400	Holly Gateway Fair Board	\$5,000.00
Invoice Total within Fund/Dept: September 2023 Holly Fair funding \$5,000.00				

70175	9/26/2023	1215	Research Consultants International FDI,	\$41,000.00
	Bank No:	2	Bank Account No: 10225	
Invoice: 1891 PEP/Redi Grant Exp \$41,000.00				
	Ledger:	00102440500	PEP/Redi Grant Exp	\$41,000.00
Invoice Total within Fund/Dept: 1891 PEP/Redi Grant Exp \$41,000.00				

Total Of Dept: 02 \$46,000.00

### Dept 03

70166	9/26/2023	1202	Law Office of Rose F. Pugliese, LLC	\$8,000.00
	Bank No:	2	Bank Account No: 10225	
Invoice: October 2023 Professional Services October 2023 \$8,000.00				
	Ledger:	00103420600	Professional Services	\$8,000.00
Invoice Total within Fund/Dept: October 2023 Professional Services \$8,000.00				

Total Of Dept: 03 \$8,000.00

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<b>Dept 11</b>				
70149	9/26/2023	55	Atmos Energy	\$93.83
Bank No: 2 Bank Account No: 10225				
Invoice: 3015320518 0923 Utilities				
Ledger: 00111421600 Utilities \$30.13				
Invoice Total within Fund/Dept: 3015320518 0923 \$30.13				
70157	9/26/2023	341	Electra Pro LLC	\$4,724.94
Bank No: 2 Bank Account No: 10225				
Invoice: 10037 Fairgrounds Maintenance- Check Pedestals, Outlets & Lights \$2,379.25				
Ledger: 00111429300 Fairgrounds Maintenance \$2,379.25 Fairgrounds Maintenance- Check Pedestals, Outlets & Lights				
Invoice Total within Fund/Dept: 10037 \$2,379.25				
Invoice: 10043 Courthouse Maintenance- Generator \$187.50				
Ledger: 00111429100 Courthouse Maintenance \$187.50 Courthouse Maintenance- Generator				
Invoice Total within Fund/Dept: 10043 \$187.50				
Invoice: 10048 Fairgrounds Maintenance- Line Pole & Replace \$175.62				
Ledger: 00111429300 Fairgrounds Maintenance \$175.62 Fairgrounds Maintenance- Line Pole & Replace Breaker				
Invoice Total within Fund/Dept: 10048 \$175.62				
Invoice: 10060 Fairgrounds Maintenance- Repair Arena Pole & Lights \$1,523.67				
Ledger: 00111429300 Fairgrounds Maintenance \$1,523.67 Fairgrounds Maintenance- Repair Arena Pole & Lights				
Invoice Total within Fund/Dept: 10060 \$1,523.67				
Invoice: 10087 Courthouse Maintenance- Generator Cummins Relay \$269.90				
Ledger: 00111429100 Courthouse Maintenance \$269.90 Courthouse Maintenance- Generator Cummins Relay				
Invoice Total within Fund/Dept: 10087 \$269.90				
Invoice: 145726 Johnson Building Maint - DA \$49.68				
Ledger: 00111429400 Johnson Building Maint - \$49.68 Johnson Building Maint - DA				
Invoice Total within Fund/Dept: 145726 \$49.68				
<b>Operator: pgonzales 9/21/2023 11:07:30 AM</b>				
<b>Report ID: APLT43b</b>				

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 145736-1				
Ledger: 00111429300		Fairgrounds Maintenance		\$139.32
Invoice Total within Fund/Dept: 145736-1				\$139.32
70158	9/26/2023	461	Eloisa Hernandez	\$75.00
Bank No: 2		Bank Account No: 10225		
Invoice: September2023		Fairgrounds Rent Deposit Reimb		\$75.00
Ledger: 00111429310		Fairgrounds Rent Deposi		\$75.00
Invoice Total within Fund/Dept: September2023				\$75.00
70170	9/26/2023	700	My Wholesale Products	\$47.00
Bank No: 2		Bank Account No: 10225		
Invoice: 358570		Custodial Supplies		\$47.00
Ledger: 00111438000		Custodial Supplies		\$47.00
Invoice Total within Fund/Dept: 358570				\$47.00
70171	9/26/2023	721	Nebraska Safety and Fire Equipment, Inc	\$195.00
Bank No: 2		Bank Account No: 10225		
Invoice: 114947		Annual Fire Alarm System Inspection-Welcome Home Center Maint		\$195.00
Ledger: 00111429810		Welcome Home Center		\$195.00
Invoice Total within Fund/Dept: 114947				\$195.00
70173	9/26/2023	804	Protec Exhaust Cleaning Service	\$881.00
Bank No: 2		Bank Account No: 10225		
Invoice: 6882		Welcome Home Center Maint- Kitchen Exhaust Cleaning		\$881.00
Ledger: 00111429810		Welcome Home Center		\$881.00
Invoice Total within Fund/Dept: 6882				\$881.00
		Welcome Home Center Maint- Kitchen Exhaust Cleaning		

Total Of Dept: 11 \$5,953.07

Dept 13

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70148	9/26/2023	47	Ark Valley Accumed	\$2,572.76
Bank No: 2 Bank Account No: 10225				
Invoice: F19-823 JBBS Grant Expense/Medical Supplies & Prescripts-Sheriff \$2,572.76				
Ledger: 00113434500 Medical Supplies & Presc \$852.94 Medical Supplies & Prescripts				
Ledger: 00113454900 JBBS Grant Expense \$1,719.82 JBBS Grant Expense				
Invoice Total within Fund/Dept: F19-823 \$2,572.76				
70154	9/26/2023	211	Consolidated Management	\$12,269.38
Bank No: 2 Bank Account No: 10225				
Invoice: 40083123 Prisoner Meals \$12,269.38 Prisoner Meals				
Ledger: 00113431600 Prisoner Meals \$12,269.38 Prisoner Meals				
Invoice Total within Fund/Dept: 40083123 \$12,269.38				
70161	9/26/2023	439	GreatAmerica Financial Services	\$148.85
Bank No: 2 Bank Account No: 10225				
Invoice: 34844261 Equip Rentals/Leases- Sheriff's Office \$148.85 Equip Rentals/Leases- Sheriff's Office				
Ledger: 00113440400 Equip Rentals/Leases \$148.85 Equip Rentals/Leases- Sheriff's Office				
Invoice Total within Fund/Dept: 34844261 \$148.85				
70178	9/26/2023	1043	Taylor Septic & Plumbing	\$147.66
Bank No: 2 Bank Account No: 10225				
Invoice: 4003 Building/Equip Repair/Maint- Sheriff \$147.66 Building/Equip Repair/Maint- Sheriff				
Ledger: 00113425200 Building/Equip Repair/Ma \$147.66 Building/Equip Repair/Maint- Sheriff				
Invoice Total within Fund/Dept: 4003 \$147.66				
Dept 14 Total Of Dept: 13				\$15,138.65
70169	9/26/2023	678	Mirage Technologies	\$4,354.46
Bank No: 2 Bank Account No: 10225				
Invoice: 08202023- IT Professional Services - Tech Aug/Sep 2023 \$4,354.46 Professional Services - Tech Aug/Sep 2023				
Ledger: 00114420600 Professional Services - T \$4,354.46 Professional Services - Tech Aug/Sep 2023				

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice Total within Fund/Dept: 08202023- IT				\$4,354.46
Total Of Dept: 14				\$4,354.46
Dept 16				
70179	9/26/2023	1018	Terminix Processing Center	\$72.00
Bank No: 2 Bank Account No: 10225				
Invoice: 437514230 Maintenance Contracts- CNTY Civil Defense SHE				\$72.00
Ledger: 00116421500 Maintenance Contracts				\$72.00
Maintenance Contracts- CNTY Civil Defense SHE				\$72.00
Invoice Total within Fund/Dept: 437514230				\$72.00
Total Of Dept: 16				\$72.00
Dept 25				
70149	9/26/2023	55	Atmos Energy	\$93.83
Bank No: 2 Bank Account No: 10225				
Invoice: 3015252164 0923 Bus Garage Operating- Utilities				\$31.61
Ledger: 00125437810 Bus Garage Operating				\$31.61
Bus Garage Operating- Utilities				\$31.61
Invoice Total within Fund/Dept: 3015252164 0923				\$31.61
Total Of Dept: 16				\$72.00
Dept 25				
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
Bank No: 2 Bank Account No: 10225				
Invoice: 31242480 Maintenance Contracts- Transit				\$171.57
Ledger: 00125421500 Maintenance Contracts				\$85.78
Maintenance Contracts-Transit				\$85.78
Invoice Total within Fund/Dept: 31242480				\$85.78
Total Of Dept: 16				\$72.00
Dept 25				
70155	9/26/2023	295	Dell Marketing L.P.	\$1,123.34
Bank No: 2 Bank Account No: 10225				
Invoice: 10699174257 Office Supplies- Transit				\$1,123.34
Ledger: 00125430100 Office Supplies				\$1,123.34
Office Supplies- Transit				\$1,123.34
Invoice Total within Fund/Dept: 10699174257				\$1,123.34
Total Of Dept: 16				\$72.00
Dept 25				
70176	9/26/2023	964	Specimens Unlimited	\$470.00
Bank No: 2 Bank Account No: 10225				

# AP Detail Check Register by Fund/Dept (APLT43b)

Powers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 42852 Ledger: 00125420600 Invoice Total within Fund/Dept: 42852				
			Transit-Prof Services - drug testing	\$235.00
			Prof Services - drug testi	\$235.00
			Transit-Prof Services - drug testing	\$235.00
70181	9/26/2023	1077	Viaero Wireless	\$2,194.29
		Bank No: 2	Bank Account No: 10225	
Invoice: 630872 092023 Ledger: 00125430100 Invoice Total within Fund/Dept: 630872 092023				
			Office Supplies- Transit	\$1,936.23
			Office Supplies	\$1,936.23
			Office Supplies- Transit	\$1,936.23
Total Of Dept: 25				\$3,411.96
Dept 27				
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
		Bank No: 2	Bank Account No: 10225	
Invoice: 31242480 Ledger: 00127421500 Invoice Total within Fund/Dept: 31242480				
			Maintenance Contracts- Transit	\$171.57
			Maintenance Contracts	\$85.79
			Maintenance Contracts-Transit	\$85.79
Total Of Dept: 27				\$85.79
Dept 32				
70162	9/26/2023	469	Heiman Inc	\$696.00
		Bank No: 2	Bank Account No: 10225	
Invoice: 0923719-IN Ledger: 00132430200 Invoice Total within Fund/Dept: 0923719-IN				
			Operating - Supplies Rural Fire	\$696.00
			Operating - Supplies	\$696.00
			Operating - Supplies Rural Fire	\$696.00
70181	9/26/2023	1077	Viaero Wireless	\$2,194.29
		Bank No: 2	Bank Account No: 10225	
Invoice: 557142 092023 Ledger: 00132420100 Invoice Total within Fund/Dept: 557142 092023				
			Telephone/Internet Rural Fire	\$97.22
			Telephone/Internet	\$97.22
			Telephone/Internet Rural Fire	\$97.22

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<b>Dept 36</b>				
Total Of Dept: 32				\$793.22
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
Bank No: 2 Bank Account No: 10225				
Invoice: 31244850 Copier Lease \$462.11				
Ledger: 00136420700 Copy Machine Supplies/ \$8.51 LU				
Invoice Total within Fund/Dept: 31244850 \$8.51				
Total Of Dept: 36				\$8.51
Total Of Fund: 001				\$86,271.74
<b>Fund 002</b>				
<b>Dept 43</b>				
70147	9/26/2023	27	Airgas Intermountain Inc.	\$809.72
Bank No: 2 Bank Account No: 10225				
Invoice: 5502027976 Shop Supplies- R&B \$687.33				
Ledger: 00243437920 Shop Supplies \$687.33				
Invoice Total within Fund/Dept: 5502027976 \$687.33				
Invoice: 5502146292 Shop Supplies- R&B \$122.39				
Ledger: 00243437920 Shop Supplies \$122.39				
Invoice Total within Fund/Dept: 5502146292 \$122.39				
70149	9/26/2023	55	Atmos Energy	\$93.83
Bank No: 2 Bank Account No: 10225				
Invoice: 3015003870 0923 Utilities- R&B E.Sherman \$32.09				
Ledger: 00243421600 Utilities \$32.09				
Invoice Total within Fund/Dept: 3015003870 0923 \$32.09				
70164	9/26/2023	561	Kimball Midwest	\$345.05
Bank No: 2 Bank Account No: 10225				
Invoice: 1443592 Shop Supplies R&B \$345.05				
Ledger: 00243437920 Shop Supplies \$345.05				
Invoice Total within Fund/Dept: 1443592 \$345.05				

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice Total within Fund/Dept: 1443592				\$345.05
70165	9/26/2023	608	Lamar Family Chiropractic	\$110.00
	Bank No: 2	Bank Account No: 10225		
Invoice: 09142023 Professional Services-R&B CDL/DOT Physical \$110.00				
Ledger: 00243420600 Professional Services \$110.00 Professional Services-R&B CDL/DOT Physical				
Invoice Total within Fund/Dept: 09142023				\$110.00
70176	9/26/2023	964	Specimens Unlimited	\$470.00
	Bank No: 2	Bank Account No: 10225		
Invoice: 42852-0923 Professional Services- R&B \$235.00				
Ledger: 00243420600 Professional Services \$235.00 Professional Services- R&B				
Invoice Total within Fund/Dept: 42852-0923				\$235.00
70180	9/26/2023	481	Town of Holly	\$356.95
	Bank No: 2	Bank Account No: 10225		
Invoice: 707000 0823 Utilities- R&B Town of Holly \$356.95				
Ledger: 00243421600 Utilities \$356.95 Utilities- R&B Town of Holly				
Invoice Total within Fund/Dept: 707000 0823				\$356.95
70181	9/26/2023	1077	Viaero Wireless	\$2,194.29
	Bank No: 2	Bank Account No: 10225		
Invoice: 556961 0923 Telephone- R&B \$160.84				
Ledger: 00243420100 Telephone \$160.84 Telephone- R&B				
Invoice Total within Fund/Dept: 556961 0923				\$160.84
70182	9/26/2023	1156	WEX BANK	\$1,789.21
	Bank No: 2	Bank Account No: 10225		
Invoice: 91722948 Motor Vehicle Fuel- R&B \$1,789.21				
Ledger: 00243437800 Motor Vehicle Fuel \$1,789.21 Motor Vehicle Fuel- R&B				
Invoice Total within Fund/Dept: 91722948				\$1,789.21
Total Of Dept: 43				\$3,838.86

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
----------	------------	-----------	--------	--------------

Total Of Fund: 002 \$3,838.86

## Fund 009

### Dept 34

70153 9/26/2023 127 Canyons & Plains \$1,000.00

Bank No: 2 Bank Account No: 10225

Invoice: Spetember 2023 Canyons & Plains Reg. Heritage Taskforce- Tourism \$1,000.00

Ledger: 00934421310 Tourism Marketing \$1,000.00 Canyons & Plains Reg. Heritage Taskforce- Tourism Marketing

Invoice Total within Fund/Dept: Spetember 2023 \$1,000.00

70167 9/26/2023 606 LCC Antelope Stampede \$13,000.00

Bank No: 2 Bank Account No: 10225

Invoice: September2023 L.C.C. 2023 Antelope Stampede \$13,000.00

Ledger: 00934421335 Tourism Projects \$13,000.00 L.C.C. 2023 Antelope Stampede

Invoice Total within Fund/Dept: September2023 \$13,000.00

Total Of Dept: 34 \$14,000.00

Total Of Fund: 009 \$14,000.00

## Fund 011

### Dept 17

70152 9/26/2023 125 Canon Financial Services \$1,170.35

Bank No: 2 Bank Account No: 10225

Invoice: 31239776 Copier Lease \$245.23

Ledger: 01117436900 IOG Expense \$90.62 CMG

Invoice Total within Fund/Dept: 31239776 \$90.62

Invoice: 31244850 Copier Lease \$462.11

Ledger: 01117421500 Maintenance Contracts \$111.59 NUR

Ledger: 01117436700 Kiowa County Expenses \$2.20 KIOWA EPR

Ledger: 01117465040 URHN Expenses \$313.91 URHN

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice Total within Fund/Dept: 31244850				\$427.70
70168	9/26/2023	661	McKesson Medical - Surgical	\$100.12
	Bank No: 2	Bank Account No: 10225		
Invoice: 21089516				\$100.12
	Ledger: 01117436000	PH- Vaccine Immunizations		
Invoice Total within Fund/Dept: 21089516				\$100.12
70172	9/26/2023	723	Nunnery Home Furnishings	\$31.90
	Bank No: 2	Bank Account No: 10225		
Invoice: September 2023				\$31.90
	Ledger: 01117465040	URHN Expenses- Supplies		
Invoice Total within Fund/Dept: September 2023				\$31.90
70174	9/26/2023	792	Prowers County	\$4,345.43
	Bank No: 2	Bank Account No: 10225		
Invoice: October 2023				\$4,345.43
	Ledger: 01117440100	October 2023 Rent Building Rent		
Invoice Total within Fund/Dept: October 2023				\$1,662.67
Total Of Dept: 17				\$2,313.01
Dept 23				
70177	9/26/2023	974	State of Colorado	\$914.00
	Bank No: 2	Bank Account No: 10225		
Invoice: VR202400000000000003				\$914.00
	Ledger: 01123423100	State Fees- Vitals- Birth/Death/ SPU Fees		
Invoice Total within Fund/Dept: VR202400000000000003				\$914.00
Total Of Dept: 23				\$914.00
Dept 26				
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
	Bank No: 2	Bank Account No: 10225		
Operator: pgonzales 9/21/2023 11:07:30 AM				
Report ID: APLT43b				
				Page 10 of 14

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 31244850				
Ledger: 01126421500		Copier Lease		\$462.11
		Maintenance Contracts		\$6.63 WIC
Invoice Total within Fund/Dept: 31244850				\$6.63
Total Of Dept: 26				\$6.63
Dept 33				
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
Bank No: 2		Bank Account No: 10225		
Invoice: 31244849				
Ledger: 01133421500		Maintenance Contracts-OLTC		\$291.44
		Maintenance Contracts		\$291.44 OLTC
Invoice Total within Fund/Dept: 31244849				\$291.44
70174	9/26/2023	792	Prowers County	\$4,345.43
Bank No: 2		Bank Account No: 10225		
Invoice: October2023				
Ledger: 01133440100		October 2023 Rent		\$4,345.43
		Building Rent		\$1,632.42 OLTC Rent
Invoice Total within Fund/Dept: October2023				\$1,632.42
Total Of Dept: 33				\$1,923.86
Dept 35				
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
Bank No: 2		Bank Account No: 10225		
Invoice: 31239776				
Ledger: 01135432510		Copier Lease		\$245.23
		Copier Lease		\$154.61 NFP
Invoice Total within Fund/Dept: 31239776				\$154.61
70174	9/26/2023	792	Prowers County	\$4,345.43
Bank No: 2		Bank Account No: 10225		
Invoice: October2023				
Ledger: 01135440100		October 2023 Rent		\$4,345.43
		Building Rent/Utilities		\$1,050.34 NFP Rent
Invoice Total within Fund/Dept: October2023				\$1,050.34

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<b>Dept 37</b>				
Total Of Dept: 35				\$1,204.95
70152	9/26/2023	125	Canon Financial Services	\$1,170.35
Bank No: 2 Bank Account No: 10225				
Invoice: 31244850 Copier Lease \$462.11				
Ledger: 01137420700 Copy Machine Supplies/ \$19.27 EH				
Invoice Total within Fund/Dept: 31244850 \$19.27				
Total Of Dept: 37				\$19.27
Total Of Fund: 011				\$6,381.72
<b>Fund 013</b>				
<b>Dept 46</b>				
70151	9/26/2023	110	Business Solutions Leasing	\$477.72
Bank No: 2 Bank Account No: 10225				
Invoice: 34848655 0923 Office Equipment- CRMC \$477.72				
Ledger: 01346430230 Office Equipment \$477.72 Office Equipment- CRMC				
Invoice Total within Fund/Dept: 34848655 0923 \$477.72				
70156	9/26/2023	669	Divina Mendez	\$866.66
Bank No: 2 Bank Account No: 10225				
Invoice: September 2023 CRM Cleaning Services- CRMC September 2023 \$433.33				
Ledger: 01346421700 Miscellaneous \$433.33 Cleaning Services- CRMC September 2023				
Invoice Total within Fund/Dept: September 2023 CRM \$433.33				
70160	9/26/2023	437	Granada School District RE-1	\$10,177.75
Bank No: 2 Bank Account No: 10225				
Invoice: September 2023 CRM Building Rent- CRMC September 2023 \$6,160.00				
Ledger: 01346440100 Building Rent \$6,160.00 Building Rent- CRMC September 2023				
Invoice Total within Fund/Dept: September 2023 CRM \$6,160.00				
Total Of Dept: 46				\$7,071.05
<b>Operator: pgonzales 9/21/2023 11:07:30 AM</b>				
<b>Report ID: APLT43b</b>				

# AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
----------	------------	-----------	--------	--------------

Total Of Fund: 013 \$7,071.05

## Fund 014

### Dept 47

70150	9/26/2023	1213	Brandon Stegman	\$700.00
	Bank No: 2	Bank Account No: 10225		
Invoice: 092023 OPC		OPC-Cleaning up parking lot next to OPC		\$700.00
Ledger: 01447421700		Miscellaneous		\$700.00
Invoice Total within Fund/Dept: 092023 OPC				\$700.00
70156	9/26/2023	669	Divina Mendez	\$866.66
	Bank No: 2	Bank Account No: 10225		
Invoice: September 2023		Cleaning Services OPC September 2023		\$433.33
Ledger: 01447421700		Miscellaneous		\$433.33
Invoice Total within Fund/Dept: September 2023				\$433.33
70160	9/26/2023	437	Granada School District RE-1	\$10,177.75
	Bank No: 2	Bank Account No: 10225		
Invoice: September 2023		Building Rent- OPC September 2023		\$4,017.75
Ledger: 01447440100		Building Rent		\$4,017.75
Invoice Total within Fund/Dept: September 2023				\$4,017.75
Total Of Dept: 47				\$5,151.08
Total Of Fund: 014				\$5,151.08

AP Detail Check Register by Fund/Dept (APLT43b)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
----------	------------	-----------	--------	--------------

Total Of Checks: \$122,714.45

Approved by:

Approved on (Date)

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
 PAYROLL CERTIFICATION  
 MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	09/26/23	100768-100810	97,917.65
FRINGE	09/26/23	66947-66960	80,555.67
OPERATING	09/26/23	66934-66946 & 66961-66963	36,590.47
AID DEPEND. CHILD:			
	Aug-23	EBT	29,577.66
CHILD CARE:			
	Aug-23	EBT	13,972.70
AID NEEDY DISABLED:			
	Aug-23	EBT	13,927.41
CHILD WELFARE:			
	Aug-23	EBT	32,833.33
LEAP:			
OAP:			
	Aug-23	EBT	23,868.59
WORK PROGRAM			
	Aug-23	EBT	560.33
FOOD ASSISTANCE:			
	Aug-23	EBT	428,795.09
WHC:			
SALARY	09/26/23	54576-54595	31,551.34
FRINGE	09/26/23	8599-8609	22,026.14
OPERATING	09/26/23	8597-8598 & 8613	456.81
VOID	09/26/23	8610-8612	0.00

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 \$543,535.11 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$269,098.08 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

September 26, 2023  
 GRAND TOTAL \$ 812,633.19

9/21/23 *Ron Cook*  
 DATE DIRECTOR

DATE CHAIRMAN

DATE COMMISSIONER

DATE COMMISSIONER

\$1,188,692.28

BALANCE AS OF 9/21/23

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	09/26/23	31156-31184	66,725.25
FRINGE	09/26/23	3841-3851	46,506.84
OPERATING	09/26/23	3839-3840 & 3852	648.32

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 \$113,880.41 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

September 26, 2023 GRAND TOTAL \$ 113,880.41

9/21/23 *Randy Mules*  
DATE DIRECTOR

DATE CHAIRMAN

DATE COMMISSIONER

DATE COMMISSIONER

\$582,235.69

BALANCE AS OF 9/21/23

# PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 26, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:  
Mindy Maestas

SALARY	<u>100768-100810</u>	<u>97,917.65</u>
FRINGE	<u>66947-66960</u>	<u>80,555.67</u>
OPERATING	<u>66934-66946 &amp; 66961-66963</u>	<u>36,590.47</u>
WHC SALARY	<u>54576-54595</u>	<u>31,551.34</u>
WHC FRINGE	<u>8599-8609</u>	<u>22,026.14</u>
WHC OPERATING	<u>8597-8598 &amp; 8613</u>	<u>456.81</u>

TOTAL: \$ 269,098.08

Information Only

VOIDED CHECKS #'s: 8610-8612

  
\_\_\_\_\_  
Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 26, 2023

HOTLINE COUNTY CONNECTION CENTER FUND


Prepared by:  
Mindy Maestas

H3C SALARY	<u>31156-31184</u>	<u>66,725.25</u>
H3C FRINGE	<u>3841-3851</u>	<u>46,506.84</u>
H3C OPERATING	<u>3839-3840 &amp; 3852</u>	<u>648.32</u>

TOTAL: \$ 113,880.41

Information Only

VOIDED CHECKS #'s:


  
\_\_\_\_\_  
Lanie Mireles, Director

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

VOIDED CHECK

SEPTEMBER  
2023

CHECK #	REASON FOR VOIDED CHECK	DEPARTMENT
8610-8612	FORGOT TO CHANGE PAPER	WHC

  
Mindy Maestas  
Office Manager

# PROWERS COUNTY DEPT. OF SOCIAL SERVICES

## Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.9.21.23 AFLAC INS	AFLAC	09/21/23		\$721.17
			INVOICE AP.9.21.23 TOTAL:	<u>\$721.17</u>
AP.9.21.23 CAI	CONTINENTAL AMERICAN	09/21/23		\$237.56
			INVOICE AP.9.21.23 TOTAL:	<u>\$237.56</u>
AP.9.21.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	09/21/23		\$22,464.00 \$647.28 \$1,136.35 \$285.30
			INVOICE AP.9.21.23 TOTAL:	<u>\$24,532.93</u>
AP.9.21.23 COLONIAL INS BCN E3400793	COLONIAL LIFE	09/21/23		\$286.40
			INVOICE AP.9.21.23 TOTAL:	<u>\$286.40</u>
AP.9.21.23 HSA	COMMUNITY STATE BANK	09/21/23		\$1,000.00
			INVOICE AP.9.21.23 TOTAL:	<u>\$1,000.00</u>
AP.9.21.23 STATE TAX	COLORADO DEPT OF REVENUE	09/21/23		\$4,990.00
			INVOICE AP.9.21.23 TOTAL:	<u>\$4,990.00</u>
AP.9.21.23 RETIREMENT	CRA	09/21/23		\$14,067.44
			INVOICE AP.9.21.23 TOTAL:	<u>\$14,067.44</u>
AP.9.21.23 FSA	PROWERS COUNTY FSA	09/21/23		\$535.00
			INVOICE AP.9.21.23 TOTAL:	<u>\$535.00</u>
AP.9.21.23 CRA	CRA	09/21/23		\$352.24
			INVOICE AP.9.21.23 TOTAL:	<u>\$352.24</u>
AP.9.21.23 FICA & MED	FRONTIER BANK	09/21/23		\$29,554.91
			INVOICE AP.9.21.23 TOTAL:	<u>\$29,554.91</u>
AP.9.21.23 LEGAL SERVICES	LEGAL SERVICES, INC.	09/21/23		\$53.80

AP.9.21.23	N.A.C.O. Clearing Account	09/21/23	INVOICE AP.9.21.23 TOTAL:	<u>\$53.80</u>
INTERNAL PLAN ID 0025497-001				
AP.9.21.2023	CRA	09/21/23	INVOICE AP.9.21.23 TOTAL:	<u>\$20.00</u>
LOAN REPAYMENT				
AP.9.21.23	MASA MTS	09/21/23	INVOICE AP.9.21.2023 TOTAL:	<u>\$4,092.22</u>
MEDICAL TRANSPORTATION				
			INVOICE AP.9.21.23 TOTAL:	<u>\$112.00</u>
			EXPENSE ACCOUNT 202.1000 TOTAL:	<u>\$80,555.67</u>
<b>EXPENSE ACCOUNT: CHILD SUPPORT</b>				
AD.09.21.2023	OFFICE DEPOT	09/21/23	INVOICE AD.09.21.2023 TOTAL:	<u>\$86.99</u>
OFFICE FURN & EQUIP			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$86.99</u>
<b>EXPENSE ACCOUNT: CMP</b>				
AD.9.20.23	KIOWA COUNTY PUBLIC HEALTH	09/20/23	INVOICE AD.9.20.23 TOTAL:	<u>\$32,495.15</u>
OPERATIONS BUDGET YR23-24			EXPENSE ACCOUNT 444.1597 TOTAL:	<u>\$32,495.15</u>
<b>EXPENSE ACCOUNT: CORE 100%</b>				
AD.9.21.23	ATMOS ENERGY	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$27.34</u>
UTILITIES			EXPENSE ACCOUNT 444.1800 TOTAL:	<u>\$34.18</u>
UTILITIES				
<b>EXPENSE ACCOUNT: FS FRAUD</b>				
AD.9.21.23	THE LAMAR LEDGER	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$56.00</u>
BOOKS/SUBSCRIPTION			EXPENSE ACCOUNT 444.4400 TOTAL:	<u>\$56.00</u>
<b>EXPENSE ACCOUNT: ADMIN</b>				
AD.9.20.23	OFFICE DEPOT	09/20/23	INVOICE AD.9.20.23 TOTAL:	<u>\$348.99</u>
ADP SUPPLIES			EXPENSE ACCOUNT 444.4400 TOTAL:	<u>\$77.98</u>
OFFICE SUPPLIES				
AD.9.21.23	CHARTER COMMUNICATIONS	09/21/23	INVOICE AD.9.20.23 TOTAL:	<u>\$426.97</u>
COMM SERVICES				
				<u>\$82.78</u>

AD.9.21.23	OFFICE DEPOT	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$82.78</u>
ADP SUPPLIES				\$283.48
OFFICE SUPPLIES				\$34.18
OFFICE SUPPLIES				\$120.94
			INVOICE AD.9.21.23 TOTAL:	<u>\$438.60</u>
AD.9.21.23	COLORADO STATE TREASURER	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$775.13</u>
UNEMPLOYMENT			EXPENSE ACCOUNT 444.7000 TOTAL:	<u>\$1,723.48</u>
<b>EXPENSE ACCOUNT: CHILD SUPPORT</b>				
AD.9.20.23	E-470 PUBLIC HIGHWAY AUTHORITY	09/20/23	INVOICE AD.9.20.23 TOTAL:	<u>\$26.90</u>
AUTO SUPPLIES				\$26.90
EX.9.21.23	SHAWNY COMER	09/21/23	INVOICE EX.9.21.23 TOTAL:	<u>\$79.00</u>
PER DIEM				\$79.00
AD.9.21.23	LABORATORY CORP OF AMERICA	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$114.00</u>
CLIENT LEVEL			EXPENSE ACCOUNT 444.8000 TOTAL:	<u>\$219.90</u>
<b>EXPENSE ACCOUNT: COUNTY ONLY</b>				
AD.9.21.23	CHARTER COMMUNICATIONS	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$82.77</u>
COUNTY ONLY				\$82.77
(BILLED PCPH)			EXPENSE ACCOUNT 444.9000 TOTAL:	<u>\$82.77</u>
<b>EXPENSE ACCOUNT: FATHERHOOD</b>				
AD.9.21.23	KEITH NIDEY	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$300.00</u>
MENTORS/MEETINGS				\$300.00
AD.9.21.2023	SCOTT CRAMPTON	09/21/23	INVOICE AD.9.21.2023 TOTAL:	<u>\$200.00</u>
MENTOR/MEETING				\$200.00
AD.9.21.23	NUNNERY'S	09/21/23	INVOICE AD.9.21.23 TOTAL:	<u>\$1,034.00</u>
MEETINGS			EXPENSE ACCOUNT 444.9086 TOTAL:	<u>\$1,534.00</u>
<b>EXPENSE ACCOUNT: ILLUMINATE</b>				
AD.9.21.23	SCOTT CRAMPTON	09/21/23		\$300.00
PARENT LEAD STIPEND				

**EXPENSE ACCOUNT: MEDICAID INCENTIVES**

AD.9.20.23

MEDICAID INCENTIVES

THOUGHTS IN BLOOM

09/20/23

INVOICE AD.9.21.23 TOTAL: \$300.00  
EXPENSE ACCOUNT 444.9087 TOTAL: \$300.00

INVOICE AD.9.20.23 TOTAL: \$58.00  
EXPENSE ACCOUNT 444.9401 TOTAL: \$58.00  
REPORT TOTAL: \$117,146.14

# 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.9.21.23 AFLAC INSURANCE	AFLAC	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$408.83 <u>\$408.83</u>
AP.9.21.23 CAI	CONTINENTAL AMERICAN	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$161.86 <u>\$161.86</u>
AP.9.21.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$5,952.00 \$223.24 \$288.60 \$69.40 <u>\$6,533.24</u>
AP.9.21.23 STATE TAX	COLORADO DEPART OF REVENUE	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$1,494.00 <u>\$1,494.00</u>
AP.9.21.23 RETIREMENT	CRA	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$4,158.62 <u>\$4,158.62</u>
AP.9.21.23 FSA	PROWERS COUNTY FSA	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$200.00 <u>\$200.00</u>
AP.9.21.23 FICA & MEDICARE	FRONTIER BANK	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$7,925.81 <u>\$7,925.81</u>
AP.9.21.23 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$10.00 <u>\$10.00</u>
AP.9.21.2023 LOAN REPAYMENT	CRA	09/21/23	INVOICE AP.9.21.2023 TOTAL:	\$1,004.88 <u>\$1,004.88</u>
AP.9.21.23 MEDICAL TRANSPORTATION	MASA MTS	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$95.00 <u>\$95.00</u>
AP.9.21.23 LEGAL SERVICES	LEGAL SERVICES, INC	09/21/23	INVOICE AP.9.21.23 TOTAL:	\$33.90 <u>\$33.90</u>

**EXPENSE ACCOUNT: 444.9005**

AD.9.20.23  
AUTO SUPPLIES

WALLACE GAS & OIL, INC.

09/20/23

AD.9.20.23  
SUPPLIES

MY WHOLESALE PRODUCTS

09/20/23

AD.9.21.23  
UNEMPLOYMENT

COLORADO STATE TREASURER

09/21/23

INVOICE AP.9.21.23 TOTAL:	\$33.90
EXPENSE ACCOUNT 202.1000 TOTAL:	\$22,026.14
INVOICE AD.9.20.23 TOTAL:	\$83.39
INVOICE AD.9.20.23 TOTAL:	\$147.00
INVOICE AD.9.21.23 TOTAL:	\$226.42
EXPENSE ACCOUNT 444.9005 TOTAL:	\$456.81
REPORT TOTAL:	\$22,482.95

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.9.21.23 AFLAC	AFLAC	09/21/23		
			INVOICE AP.9.21.23 TOTAL:	\$64.26
				<b>\$64.26</b>
AP.9.21.23 CAIC	CONTINENTAL AMERICAN	09/21/23		
			INVOICE AP.9.21.23 TOTAL:	\$61.93
				<b>\$61.93</b>
AP.9.21.23 HEALTH INSURANCE SUPPLEMENTAL LIFE DENTAL INSURANCE VISION INSURANCE DEPENDENT LIFE	CHP	09/21/23		
				\$780.00
				\$44.30
				\$322.85
				\$36.20
				\$0.92
			INVOICE AP.9.21.23 TOTAL:	<b>\$1,184.27</b>
AP.9.21.23 STATE TAX	COLO DEPT OF REVENUE	09/21/23		
				\$3,195.00
			INVOICE AP.9.21.23 TOTAL:	<b>\$3,195.00</b>
AP.9.21.23 RETIREMENT	CRA	09/21/23		
				\$4,439.63
			INVOICE AP.9.21.23 TOTAL:	<b>\$4,439.63</b>
AP.9.21.23 FSA	PROWERS COUNTY FSA	09/21/23		
				\$20.00
			INVOICE AP.9.21.23 TOTAL:	<b>\$20.00</b>
AP.9.21.23 FICA/MEDI/FED	FRONTIER BANK	09/21/23		
				\$19,409.28
			INVOICE AP.9.21.23 TOTAL:	<b>\$19,409.28</b>
AP.9.21.23 LOAN REPAYMENT	CRA	09/21/23		
				\$318.16
			INVOICE AP.9.21.2023 TOTAL:	<b>\$318.16</b>
AP.9.21.23 MEDICAL TRANSPORTATION	MASA MTS	09/21/23		
				\$28.00
			INVOICE AP.9.21.23 TOTAL:	<b>\$28.00</b>
AP.9.21.23 REMITTANCE ID# 14276182	FAMILY SUPPORT REGISTRY	09/21/23		
				\$249.00
			INVOICE AP.9.21.23 TOTAL:	<b>\$249.00</b>
AP.9.21.23 CORNELIUS 2015CR99	PROWERS COMBINED COURTS	09/21/23		
				\$50.00

INVOICE AP.9.21.23 TOTAL: \$50.00  
EXPENSE ACCOUNT 22100 TOTAL: \$29,019.53

EXPENSE ACCOUNT: 41540  
AP.9.21.23  
VISION INSURANCE PREMIUM  
CHP  
09/21/23

INVOICE AP.9.21.23 TOTAL: \$114.00  
EXPENSE ACCOUNT 41540 TOTAL: \$114.00

EXPENSE ACCOUNT: 41550  
AP.9.21.23  
HEALTH INSURANCE PREMIUM  
CHP  
09/21/23

INVOICE AP.9.21.23 TOTAL: \$12,749.00  
EXPENSE ACCOUNT 41550 TOTAL: \$12,749.00

EXPENSE ACCOUNT: 41560  
AP.9.21.23  
RETIREMENT  
CRA  
09/21/23

INVOICE AP.9.21.23 TOTAL: \$4,439.63  
EXPENSE ACCOUNT 41560 TOTAL: \$4,439.63

EXPENSE ACCOUNT: 41570  
AP.9.21.23  
LIFE INSURANCE PREMIUM  
CHP  
09/21/23

INVOICE AP.9.21.23 TOTAL: \$184.68  
EXPENSE ACCOUNT 41570 TOTAL: \$184.68

EXPENSE ACCOUNT: 41590  
AD.9.21.23  
UNEMPLOYMENT INSURANCE  
COLORADO STATE TREASURER  
09/21/23

INVOICE AD.9.21.23 TOTAL: \$501.34  
EXPENSE ACCOUNT 41590 TOTAL: \$501.34

EXPENSE ACCOUNT: 42240  
AD.9.21.23  
SUBSCRIPTION  
CHARTER COMMUNICATIONS  
09/21/23

INVOICE AD.9.21.23 TOTAL: \$82.77  
EXPENSE ACCOUNT 42240 TOTAL: \$82.77

EXPENSE ACCOUNT: 42540  
AD.9.20.23  
MAINTENANCE  
GREAT AMERICA FINANCIAL SRV  
09/20/23

INVOICE AD.9.20.23 TOTAL: \$64.21  
EXPENSE ACCOUNT 42540 TOTAL: \$64.21  
REPORT TOTAL: \$47,155.16

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** email poll 9-7-2023

**Return Originals to:** Jana Coen & Administration Office

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-7-2023 email poll approval of a second Letter of Support sent to Elizabeth O'Rear in the Colorado Tourism Office regarding Prowers County's support of the Lodging Tax Tourism Panel's application for CTO Marketing Grant.

**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):**



# 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

September 7, 2023

Colorado Tourism Office  
1600 Broadway  
Suite 2500  
Denver, CO 80202

Re: 2024 CTO Marketing Grant Application.

To Ms. Elizabeth O'Rear:

The Board of County Commissioners for Prowers County, Colorado, is pleased to submit this letter of support for the Prowers County Lodging Tax Tourism Panel and their application for the 2024 CTO Marketing Grant.

Tourism is vital to Prowers County's economic health, so we actively support the Lodging Tax Tourism Panel however possible, including attending meetings and assisting with the annual budget.

The Lodging Tax Tourism Panel has seen impressive results promoting birding in Prowers County. Their birding social media campaigns on Facebook and Instagram have created record-setting engagement numbers. They will build on this success by inviting several birding influencers to Prowers County to take over these social media pages and promote our new digital birding guide to their massive social media followings.

We continue to establish the Great High Prairie as a tourist destination, and to promote tourism as a vital part of Prowers County's growing economy. For all of these reasons, the Board of County Commissioners for Prowers County, Colorado, strongly supports the Lodging Tax Tourism Panel's grant application and we hope that you will consider funding their proposal.

Sincerely,

Board of County Commissioners for Prowers County, Colorado



Ron Cook, Chair



Wendy Buxton-Andrade, Vice-Chair



Thomas Grasmick, Commissioner

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/26

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 9/12/23

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

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Laboratory Services Agreement between Prowers County Department of Human Services and Laboratory Corporation of America Holdings for parentage testing services to be administered by the Protective Services Nurse Consultant and authorize Lanie Meyers-Mireles, Director of Human Services, to sign the agreement with handwritten signature.”

**Justification or Background:**

**Fiscal Impact:**

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

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

State: \_\_\_\_\_

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

## **LABORATORY SERVICES AGREEMENT**

AGREEMENT MADE, by and between Prowers County Department of Human Services (hereinafter called "CLIENT") and Laboratory Corporation of America Holdings, (hereinafter called "LABORATORY").

WHEREAS, LABORATORY is engaged in the business of providing parentage testing services; and

WHEREAS, CLIENT desires to contract with LABORATORY to provide parentage testing services for CLIENT, and LABORATORY desires to provide the services described herein,

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall be in effect from September 15<sup>th</sup>, 2023 to September 14<sup>th</sup>, 2025 for a term of two (2) years. This Agreement may be terminated by either party at any time by giving the other party thirty (30) days prior written notice to the address set forth in Section 10.

2. TESTING SERVICES

LABORATORY agrees to perform such genetic parentage testing services for the CLIENT as are ordered by CLIENT during the term. Such services shall include genetic marker testing as described in Exhibit 1 (attached hereto), as the same may be modified from time to time by LABORATORY, and such additional services as the parties may agree.

3. ADDITIONAL SERVICES

A. SPECIMEN COLLECTION

LABORATORY will provide buccal swab specimen collections at locations and times agreed upon by both parties.

B. SUPPLIES

LABORATORY will provide, at no additional charge, all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the LABORATORY for testing.

C. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY procedures and to explain test results.

4. FEES

LABORATORY agrees to charge, and CLIENT agrees to pay (to the extent responsible for payment), for all laboratory testing and other services provided under this Agreement, in the manner and in the amounts set forth in Exhibit 2 (attached hereto).

5. BILLING

LABORATORY will submit to CLIENT on or about the FIFTEENTH (15th) of each month an itemized statement of services rendered to CLIENT by LABORATORY for the prior month, and CLIENT agrees to remit payment to the LABORATORY upon receipt of said statement. Failure to remit payment within thirty (30) days of receipt of statement may result, among other remedies available to LABORATORY, in the loss or reduction of the CLIENT's special prices on future

services or discontinuation of service. If, as a result of such non-payment, LABORATORY removes special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall be incorporated by reference into this Agreement. LABORATORY may, at its option, reinstate special prices on business referred to LABORATORY after CLIENT brings its balances current. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing of services to CLIENT.

6. ACCREDITATION OF TESTING SITES

Testing performed hereunder shall be performed at LABORATORY's parentage testing facility located in Burlington, North Carolina. The facility is and shall remain a duly licensed clinical laboratory under applicable federal, state and municipal law. Current accreditation's and licenses for the facility are available upon request.

7. PREVENTION OF FRAUD, WASTE AND ABUSE

The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

8. CHANGE IN LAW OR REGULATION

Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.

9. NON-ASSIGNABILITY

This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party. A merger or corporate reorganization shall not be considered as assignment requiring written consent.

10. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Laboratory Corporation of America Holdings  
DNA Identification Testing Division  
1440 York Court  
Burlington, NC 27215  
Attn: Contracts Department

with a copy to:

Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, NC 27215  
Attn: Law Department

and to CLIENT at:

Prowers County Department of Human Services  
1001 S. Main  
Lamar, CO 81052

11. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the CLIENT and LABORATORY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

12. FORCE MAJEURE

Neither LABORATORY nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment ("PPE")), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a "Force Majeure Event"). If a party's non-performance under this section extends for fourteen (14) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party

13. WARRANTY

LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED IDENTITY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY LABORATORY. IN NO EVENT SHALL EITHER PARTY BE HELD RESPONSIBLE FOR PUNITIVE DAMAGES, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) INCURRED BY THE OTHER PARTY OR OF ANY THIRD PARTY.

14. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

15. NONDISCRIMINATION  
All services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.
16. HEADINGS  
The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
17. ENFORCEABILITY/SEVERANCE CLAUSE  
The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.
18. INTEGRATION  
This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in the Agreement shall control.
19. WAIVER  
No course or dealing between CLIENT and LABORATORY or any delay on the part of LABORATORY in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of LABORATORY hereunder, and no express waiver shall affect any condition, covenant, rule or regulations other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
20. ACCESS TO BOOKS AND RECORDS  
If LABORATORY should be deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of four (4) years make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. With a third party, such subcontractor shall contain a clause to the effect that, should the third party be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the third party shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.
21. EFFECTIVE DATE  
This Agreement shall not be effective until it is signed by an authorized representative of LABORATORY and an Acceptance Date is assigned by the DNA Identification Testing Division, Contracts Department.

22. MODIFICATION

This Agreement may not be modified except in writing signed by authorized representatives of both parties. All modifications must also be accepted in writing by LABORATORY's DNA Identification Testing Division, Contracts Department Any purchase order or other document issued by the CLIENT with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof, and the terms and conditions of this Agreement shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

CLIENT – Prowers County Department of Human Services

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Laboratory Corporation of America Holdings

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

Name: Gina P. Turner

Title: Contract Administrator

Division: DNA Identification Testing Division

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

**EXHIBIT 1**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

**SERVICES:** LABORATORY will provide genetic parentage testing services for CLIENT. LABORATORY will provide specimen collection services at a mutually agreed upon location(s). All specimens for genetic parentage testing will be handled by standard chain-of-custody procedures. All supplies required for specimen collection, party identification, specimen packaging and transportation will be provided by LABORATORY.

**GENETIC MARKER TESTING:** LABORATORY has an extensive array of genetic marker tests from which to construct test batteries that will provide at least:

LabCorp's testing provides an average cumulative power of exclusion of greater than 99.9999%. LabCorp's median combined paternity index for non-excluded men is currently greater than one billion to one (1,000,000,000 to 1) (equivalent to a probability of paternity of 99.999999%). If appropriate, LabCorp has the ability to test additional genetic systems. If an individual is excluded, the results will typically reflect inconsistencies in at least four (4) independent test systems

**REPORTING OF RESULTS:** Upon completion of the test battery ordered, an evaluation of the test results will be performed by a Director. The case will be finalized and a final report issued if (1) the alleged father is excluded from paternity in at least two independent genetic marker systems, or (2) the alleged father is not excluded from paternity and the probability of paternity is equal to or greater than 99.5%. If neither of these conditions is realized, additional testing will be performed until one of these conditions is met. There will be no additional charge for such extended testing. Original reports of test results and evaluation will be mailed to the account, which ordered the testing. Copies of the report will be mailed to those entities designated by the initiating account. In addition, the original Client Authorization/Chain of Custody Form with attached photographs will accompany the original report.

**EXPERT WITNESS:** LABORATORY will, at the request of CLIENT, provide testimonial and witness services with respect to specimens tested under the Agreement. LABORATORY shall receive a two-week notice by the CLIENT for scheduling an expert to appear.

**EXHIBIT 2**  
**FEE SCHEDULE**

DNA Collection Services (Staff Collect) .....	\$38.00 per person
DNA Collection Services (Lab Collect) .....	\$48.00 per person

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9/26

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 9/6/23

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

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Family Facilitator Coordinator Agreement between Crowley County Department of Human Services and Prowers County Department of Human Services for the provision of Facilitated Family Meetings from September 1, 2023 through June 30, 2024 and authorize Lanie Meyers-Mireles, Director of Human Services, to sign the agreement with handwritten signature.”

**Justification or Background:**

**Fiscal Impact:**

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

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

State: \_\_\_\_\_

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

## FAMILY FACILITATOR COORDINATOR AGREEMENT

This agreement made and entered into on the 1st day of September, 2023 by and between the Crowley County Department of Human Services (CCDHS) and the Prowers County Department of Human Services (PCDHS);

WHEREAS, C.R.S. §29-1-203, allows political subdivisions within the State to contract with one another to provide certain functions and services, and

WHEREAS, Article XIV, §18(2)(a) and (b) of the Colorado Constitution permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and


WHEREAS, PCDHS is in need of Family Engagement Services, and is desirous of entering into a contract with CCDHS whereby the CCDHS Family Engagement Coordinator (FEC) will provide services on behalf of PCDHS, all as more fully set forth in this agreement;

NOW, THEREFORE, IN CONSIDERATION of the promises and conditions expressed or implied in, or inherent to, this contract, and in consideration of the mutual detriments to be sustained by each party in the performance of this contract, the parties contract as follows:

1. The CCDHS FEC shall provide the following services on behalf of the PCDHS:
  - a. Provide adequate dates and times to hold family engagement meetings,
  - b. Facilitate family engagement meetings as a neutral party within Prowers County, or at a location chosen by the family/caseworker.
  - c. Develop next steps and case plans with the family and the caseworkers.
  - d. Provide written reports to the family and the caseworkers.
  - e. Schedule future meetings with family and caseworkers.
  - f. Enter all family engagement information into the TRAILS system.
2. The FEC shall act as an agent of CCDHS, and would be under the direct supervision of CCDHS when fulfilling the above services. PCDHS will not be responsible for the FEC when the FEC is providing services through PCDHS.
3. PCDHS shall pay CCDHS a fee for service of 65.00 per hour per each FEM and .50 per mile per each trip, for the period of **September 1, 2023 to June 30, 2024**. PCDHS will have access to the FEC during regular business hours, minus approved leave time and CCDHS Holidays, during the year. Payment for services shall be billed within 45 days of service and payment shall be made within 45 days of billing receipt. The FEC will be required to fill out a CCDHS time sheet that PCDHS will have access to, should they request it.
4. The term of this contract shall be from September 1, 2023 to June 30, 2024. Either party may cancel this contract by providing 14 days written notice of their intent to terminate given to the other party. The maximum billable to PCDHS will be 7000.00.
5. At all times the FEC shall remain an employee of CCDHS and shall be responsible for all federal and state income tax withholding, workman's comp and any other benefits to which the FEC is entitled. CCDHS and PCDHS agree to perform the services hereunder as independent contractors with

discretion and control over the furnishing of services provided for in where such discretion and control is not otherwise pre-empted by terms of this Agreement. In no event shall any officers, or agents or employees of a party be deemed to be an officer, agent or employee of the other party.

\_\_\_\_\_  
DIRECTOR, PCDHS

  
\_\_\_\_\_  
DIRECTOR, CCDHS

\_\_\_\_\_  
DATE

9-1-23  
\_\_\_\_\_  
DATE

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: September 19, 2023**

**Submitter: Meagan Hillman**

**Submitted to the County Administration Office on: 09/08/2023**

**Return Originals to: Meagan Hillman, PCPHE**

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

**Contract Due Date: upon approval**

**Item Title/Recommended Board Action:**

Consider approval of Request for ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2.1) to LPHAs Statement of Work, project period August 1,2023 through April 30,2024 and authorizing Public Health Director, Megan Hillman to execute the document.

**Justification or Background:** Funding for COVID related activities effective August 1, 2023 to April 30, 2024

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

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

**Approved by the County Attorney on: submitted to BOCC Agenda group 9/8**

**Additional Approvals (if required):**



**Public Health**  
Prevent Promote Protect

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

## **ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2.1) to LPHAs:**

### **Statement of Work**

**Project Period: August 01, 2023 - April 30, 2024**

#### **I. Project Description:**

This project serves to support the transition from COVID-19 pandemic response to routine operation, incorporating COVID-19 surveillance and investigations into routine local public health agency (LPHA) activities. The project will support disease surveillance, community education, disease control, priority outbreak response, and testing activities for SARS-CoV-2.

The project benefits Coloradans by providing transitional funding support to LPHAs who opt in to receiving the funding. The project comprises new contracts that cover activities starting on August 1, 2023, through April 30, 2024. The funding for this effort is provided by the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) cooperative agreement titled "Enhancing Detection Through Coronavirus Response and Relief Supplemental Funds"; activities outlined in this statement of work are in line with guidance CDC provided with the funding source, and are subject to federal allowability requirements. **These funds may only be utilized for COVID-19 related activities.**

#### **II. Definitions:**

1. CDC - Centers for Disease Control and Prevention
2. CDPHE - Colorado Department of Public Health and Environment
3. CEDRS - Colorado Electronic Disease Reporting System
4. EpiTrax - new statewide disease reporting system to be implemented during the winter of 2023-2024
5. Colorado COVID-19 Case and Outbreak Definitions - Can be found at the following website and will be updated as needed:  
<https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
6. LPHA - Local Public Health Agency
7. Priority populations and settings - Populations and settings that are at higher risk for outbreaks and adverse outcomes due to COVID-19
8. SARS-CoV-2 - The virus that causes COVID-19
9. SOW - Statement of Work



**Public Health**  
Prevent. Promote. Protect.

Powers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

10. Surge - A situation where there is an increase in COVID-19 cases or outbreaks that exceeds the Contractor's baseline ability to respond
11. Targeted priority CI/CT - Targeted individual case interviews and contact tracing designed to prevent or understand unusual disease transmission in high-risk settings or in cases with unusual severity or illness presentation.

### III. Work Plan:

<b>Goal #1:</b> Integrate COVID-19 surveillance, investigation, and education into routine public health work.	
<b>Objective #1:</b> No later than the expiration date of the contract, support public health personnel conducting epidemiological activities for COVID-19 as part of routine public health practice.	
<b>Primary Activity #1</b>	The Contractor shall hire or sustain staff to conduct COVID-19 epidemiological activities.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"><li>1. The Contractor shall update and implement a Program Plan outlining how the LPHA will conduct COVID-19 epidemiological activities in the jurisdiction during the funding period. This document shall also include a Surge Plan to address rapid increases in targeted prioritized COVID-19 cases and outbreaks, a Testing Plan that identifies testing options for outbreak investigation response and promotes access to testing for the general public in the local jurisdiction, and a Transition Plan describing the transition to incorporating COVID-19 investigation activities into routine public health work after the funding period.</li><li>2. The Contractor shall conduct targeted priority case interviews and contact tracing (CI/CT) as necessary.<ol style="list-style-type: none"><li>a. The contractor shall enter information from targeted priority interviews in CEDRS, and EpiTrax once EpiTrax is in service.</li></ol></li></ol>



**Public Health**  
Prevent. Promote. Protect.

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

	<ol style="list-style-type: none"><li>3. The Contractor shall identify, report, and monitor COVID-19 outbreaks.<ol style="list-style-type: none"><li>a. The Contractor shall investigate all outbreaks in priority settings that are not investigated by CDPHE (CDPHE investigates outbreaks that occur in state run facilities and residential healthcare facilities).</li><li>b. The Contractor shall investigate outbreaks in non-priority settings that have unusual transmission or severity characteristics or require public health intervention for disease control.</li><li>c. The Contractor shall provide initial outbreak reports to CDPHE for all investigated outbreaks.</li><li>d. The Contractor shall provide outbreak final reports to CDPHE for all investigated outbreaks.</li><li>e. The Contractor shall enter outbreak related investigation information in CEDRS, and EpiTrax once EpiTrax is in service.</li><li>f. The Contractor shall follow CDPHE setting-specific guidance for disease control during COVID-19 outbreak investigations.</li></ol></li><li>4. The Contractor shall ensure targeted dissemination of COVID-19 disease control and mitigation recommendations and educational messaging in formats that are responsive to community needs, and exposure notification guidance to priority populations and settings that aligns with statewide guidelines and best practices.<ol style="list-style-type: none"><li>a. Educational messaging shall include information that promotes the general public in self-managing testing, prevention, and mitigation of COVID-19, and shall be made available in English and other languages as appropriate.</li></ol></li></ol>
<b>Primary Activity #2</b>	The Contractor shall complete a funding acknowledgement letter on agency letterhead for this opportunity.
<b>Sub Activities #2</b>	<ol style="list-style-type: none"><li>1. The Contractor shall notify CDPHE in a timely manner of budgeted funds that they will not be able to utilize.</li></ol>



**Public Health**  
Prevent Promote Protect

Powers County Public Health & Environment

1001 S Main Street Lamar, CO 81052

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

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

	2. The Contractor shall notify CDPHE in a timely manner of the need for budget modifications.
<b>Primary Activity #3</b>	The Contractor shall report progress toward activities and deliverables outlined in this SOW to CDPHE, and shall remain in regular contact with CDPHE via established communication mechanisms.
<b>Sub Activities #3</b>	<ol style="list-style-type: none"><li>1. The Contractor shall complete a monthly online survey on COVID-19 epidemiological activities being performed.</li><li>2. The Contractor shall have a staff member attend, or watch the recording of, the Statewide Epidemiology Response Coordination webinars.</li><li>3. The Contractor shall have at least one fiscal staff representative and at least one program staff representative attend the required to-be-scheduled CDPHE training on federal allowability parameters for this funding stream.</li><li>4. The Contractor shall attend meetings scheduled by the assigned CDPHE Epi Team to discuss challenges in achieving epidemiological activities and/or planning for integration of COVID-19 investigation activities into routine communicable disease work.</li><li>5. The Contractor shall attend meetings scheduled by the assigned CDPHE Contract Monitoring Team.</li><li>6. The Contractor shall attend a CDPHE-provided training on EpiTrax.</li></ol>
<b>Primary Activity #4</b>	The Contractor shall identify and promote access to testing for the general public in the local jurisdiction.
<b>Sub Activities #4</b>	<ol style="list-style-type: none"><li>1. The Contractor shall refer individuals to available testing services, especially populations with more limited access to testing resources.</li></ol>



**Public Health**  
Prevent Promote Protect

Powers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

	<ol style="list-style-type: none"><li>2. The Contractor shall maintain updated information for the public on how to access testing services and at-home antigen test kits in the jurisdiction on the Contractor's website.</li><li>3. The Contractor shall publicize the Contractor's website as a resource for testing information to communities in the jurisdiction.</li><li>4. The Contractor shall re-assess availability of testing options in the jurisdiction at least monthly.</li><li>5. The Contractor shall support testing in priority outbreak or urgent response situations.</li><li>6. The Contractor shall communicate challenges encountered around access to community and provider-based testing to CDPHE in a timely manner.</li></ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"><li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li><li>2. Funded positions must directly support COVID-19 disease surveillance, community education, disease control activities, targeted priority CI/CT, priority outbreak response (not including residential care facility outbreaks that CDPHE investigates), sustainment of public testing availability for SARS-CoV-2 through the duration of this contract, and transition planning around moving from COVID-19 response to routine activities. <b>This funding cannot be used for non-COVID-19 disease control activities.</b></li><li>3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE COVID-19 ELC Enhancing Detection Expansion funding opportunity.<ol style="list-style-type: none"><li>a. Allowable costs for this funding source can be found on the following website: <a href="https://sites.google.com/state.co.us/covid-19fiscalresponse/elc-enhancing-detection-expansion">https://sites.google.com/state.co.us/covid-19fiscalresponse/elc-enhancing-detection-expansion</a>. The content of this website is</li></ol></li></ol>



**Public Health**  
Prevent. Promote. Protect.

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

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

	<p>incorporated and made part of this contract by reference.</p> <p>b. Administering vaccine and most other vaccine-related activities are not allowable under this SOW. All plans to commit funds to vaccine services must be submitted to the CDPHE Contract Monitor for review prior to committing said funds.</p> <p>4. CDPHE Contract Monitors will provide an example template upon request for the Program Plan, which includes a Surge Plan, Testing Plan, and Transition Plan.</p> <p>5. Contractors shall perform targeted prioritized CI/CT and outbreak investigation activities in alignment with standardized case and outbreak definitions and Colorado minimum investigation guidance. Case and outbreak definitions available at the following website: <a href="https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing">https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing</a>. Minimum investigation guidance is available at the following website: <a href="https://docs.google.com/document/d/1XOH1ZFg7FJ32dr_vlwgmNDhNXcDt5hAF0H-nXk8LDms/edit?usp=sharing">https://docs.google.com/document/d/1XOH1ZFg7FJ32dr_vlwgmNDhNXcDt5hAF0H-nXk8LDms/edit?usp=sharing</a>. Outbreak investigation guidance is available at the following website: <a href="https://docs.google.com/document/d/1xG75bZBMZH842hykiKoTd9Om6BNqGiNBM2L2MKF0UO4/edit?usp=sharing">https://docs.google.com/document/d/1xG75bZBMZH842hykiKoTd9Om6BNqGiNBM2L2MKF0UO4/edit?usp=sharing</a></p> <p>6. The Contractor shall use the "COVID-19 outbreak report form" found in this Google folder for initial and final outbreak reports: <a href="https://drive.google.com/drive/folders/1JyhL_mUgP-RFJi9TllvX0eZo8pVg-zju">https://drive.google.com/drive/folders/1JyhL_mUgP-RFJi9TllvX0eZo8pVg-zju</a>. Additional outbreak resources and tools can be found in this folder. This folder is incorporated and made part of this contract by reference.</p> <p>7. Educational messaging may include, but is not limited to, print and online resources in English and other languages as appropriate, community informational sessions, and virtual live and pre-recorded content that aligns with State disease control guidance.</p> <p>8. The Contractor shall reference the Google Map of CDPHE COVID-19 Epi Teams to determine the team assigned to the Contractor's jurisdiction. Outbreak initial reports and final reports shall be submitted to the appropriate Epi Team email address. This Google Map is incorporated and made a</p>
--	---



**Public Health**  
Prevent Promote Protect

Powers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

part of this contract by reference and is available at the following website:

[https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-](https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw)

[104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw](https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw)

9. The Contractor shall utilize CDPHE infection prevention guidance if support is provided to Residential Care Facilities within their jurisdiction. The Contractor shall not impose limitations that are more restrictive than CDPHE guidance. CDPHE guidance can be found at: <https://covid19.colorado.gov/ltaf>. The Contractor shall refer reports they receive about Residential Care Facility COVID-19 cases or outbreaks to the CDPHE Infection Prevention team immediately.
10. The Contractor shall maintain staff who have access to and are trained on how to use CEDRS, EpiTrax, or other CDPHE-designated systems for COVID-19 investigations.
11. The Contractor shall report cases meeting the probable and confirmed case definition into CEDRS, EpiTrax, or other CDPHE-designated system within four (4) working days of Contractor knowledge of the case. This case definition document is incorporated and made a part of this contract by reference and is available at the following website: <https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
12. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE designated systems to report COVID-19 cases and prioritized contacts identified outside of their jurisdiction to CDPHE within four (4) working days of identification.
13. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE-designated systems to record COVID-19 targeted priority case and contact investigation data within three (3) working days of interview completion.
14. The Contractor shall notify CDPHE of staffing changes resulting in changes in access to CDPHE managed systems (such as CEDRS and EpiTrax) within one week in order to assist CDPHE in maintaining access control to secure data systems.
15. Funding may be used to train staff specifically on transitioning COVID-19 investigation activities into routine



**Public Health**  
Prevent. Promote. Protect.

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

	<p>public health work with prior CDPHE approval. Requests for training activities must be submitted to CDPHE for review and approval via email to the CDPHE Contract Monitor.</p> <ol style="list-style-type: none"><li>16. The Contractor shall use the CDPHE budget template for revisions to the approved project budget. Revised budgets must be fully approved by CDPHE prior to implementation by the Contractor. The Contractor shall submit all requests for budget revisions to the CDPHE Contract Monitor.</li><li>17. The Contractor shall participate in CDPHE-led post-award meeting(s) and other meetings on an as-needed basis.</li><li>18. The Contractor shall ensure all funding requirements, including Federal allowability parameters, are met with all expenses, including subcontractor-related expenses.</li><li>19. The Contractor shall ensure that project invoicing is paced throughout the full term of the contract.</li><li>20. The Contractor shall report unobligated funds balance for this project upon request from CDPHE.</li><li>21. The Contractor shall respond to identified performance improvements and needs that may arise in activities, reporting, deliverables, and budget pacing.</li><li>22. Equipment purchases with a cost of \$5,000 or more are not allowable under this SOW.</li><li>23. Pre-award costs may be allowable with CDPHE prior-approval. CDPHE will provide approval of pre-award costs in writing to the Contractor within thirty (30) days of written request from the Contractor.</li><li>24. Per the Terms and Conditions of Federal Assistance Number 93.323 and official memo from the Office of Grants Services at CDC dated January 6, 2022, retroactive billing with a start date of August 1, 2023 is allowable with prior written approval from CDPHE.</li></ol>
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"><li>1. Activities will contribute to the transition of COVID-19 investigation activities into routine public health practice.</li><li>2. The Contractor will provide high-quality public health surveillance and epidemiological investigation of COVID-19 cases, contacts, and outbreaks in line with state and federal requirements and best practices.</li></ol>



**Public Health**  
Prevent. Promote. Protect.

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

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

	3. The Contractor shall maintain satisfactory performance outlined in the SOW.	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"><li>1. CDPHE will tabulate data in CEDRS, EpiTrax, or other CDPHE-designated systems, on a regular basis, to track the Contractor's progress toward achieving the COVID-19 investigation activities outlined in this Statement of Work.</li><li>2. CDPHE will evaluate Contractor performance on a monthly basis at minimum.</li></ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"><li>1. The Contractor shall submit the Program Plan (including Surge, Testing, and Transition Plans) via email to the CDPHE Contract Monitor.</li></ol>	No later than 45 days after the execution of the contract
	<ol style="list-style-type: none"><li>2. The Contractor shall report COVID-19 outbreaks prioritized for investigation to the respective CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.</li></ol>	Within 1 working day of identifying the outbreak or as defined in updated CDPHE guidance
	<ol style="list-style-type: none"><li>3. The Contractor shall submit final outbreak report forms to the appropriate CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.</li></ol>	Within 2 weeks of the outbreak meeting closure criteria
	<ol style="list-style-type: none"><li>4. The Contractor shall submit a signed funding acknowledgement letter, using the CDPHE-provided template, via email to the CDPHE Contract Monitor.</li></ol>	No later than 15 days after the execution of the contract



**Public Health**  
Prevent. Promote. Protect.

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

	5. The Contractor shall notify the CDPHE Contract Monitor via email of unobligated funds.	At any time during the contract period upon request from CDPHE.
	6. The Contractor shall respond to a monthly survey to report progress toward achieving response activities outlined in this SOW, via email from CDPHE.	No later than 45 days after each reporting month, to coincide with monthly submission of invoices

#### IV. ADDITIONAL PROVISIONS - Payment Structure

To receive compensation under the Purchase Order, the Contractor shall submit a signed Monthly Invoice Form. All contracts must use the Standard Invoice Reimbursement Form below for all reimbursement requests submitted to CDPHE. Please contact your CDPHE program representative with questions about how to use this form.

[https://drive.google.com/file/d/10J4J\\_sFhQ4SQT\\_3N3mYKPo5ChYRvFu90/view?usp=sharing](https://drive.google.com/file/d/10J4J_sFhQ4SQT_3N3mYKPo5ChYRvFu90/view?usp=sharing) ; the form is incorporated and made part of this statement of work by reference.

The Invoice Form must be submitted via email to the CDPHE Communicable Disease Branch Contract Monitoring email inbox ([cdphe\\_dcphr\\_cdbcontracts@state.co.us](mailto:cdphe_dcphr_cdbcontracts@state.co.us)) no later than forty-five (45) calendar days after the end of the billing period for which services were rendered.

Expenditures shall be in accordance with the Statement of Work and Budget. Scan the completed and signed Reimbursement and Invoice form and the Expenditure Details form into an electronic document. Email all pages of the Reimbursement Invoice form and Expenditures Details form to your Contract Monitor. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by the funding source.

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

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Purchase Order.



**VI. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable.

**VII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within (10) calendar days of discovery of a compliance issue. Within (5) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

CDPHE monitoring findings of non-performance, inadequate performance, or excessive unobligated funds without an adequate spenddown plan may result in a revision to this Statement of Work and a reduction or termination of ELC COVID funding.

**VIII. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

\_\_\_\_\_  
Contractor Name (Print) and Title

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**Public Health**  
Prevent. Promote. Protect.

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

**Federal Provisions – Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)**

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

**1) Federal Award Identification.**

- a. Subrecipient: **Prowers County Public Health**
- b. Subrecipient UEI: **Y8C4HSXY95M6**
- c. The Federal Award Identification Number (FAIN) is **NU50CK000552**
- d. The Federal award date is **8/1/2019**.
- e. The subaward period of performance start date is **8/1/2023** and end date is **4/30/2024**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>8/1/2019-7/31/2024</b>	<b>\$126,768.79</b>	<b>\$16,683,089.00</b>

- g. Federal award title of project or program: **Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)**
  - h. The name of the Federal awarding agency is: **Department of Health and Human Services for Disease Control and Prevention** and the contact information for the awarding official is **Mrs. Janice Downing, (404) 639-7808**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Nicole Comstock.
  - i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.323** and the grant name is **Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)**.
  - j. This award **is not** for research & development.
  - k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
  - l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.



**Public Health**  
Prevent. Promote. Protect

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").



**Public Health**  
Prevent Promote Protect

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

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

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

**12) Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide



**Public Health**  
Prevent Promote Protect

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

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

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END



**Public Health**  
Prevent. Promote. Protect.



**COLORADO**  
Department of Public  
Health & Environment

# Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

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

## COVID-19 Budget Template

ELC 2.1 - Enhancing Detection Expansion  
08/01/2023 - 04/30/2024

Agency Name: (Select from Dropdown to the Right)

Award: (Select from Dropdown to the Right)

Award Amount:

Purchase Order:

Prowers County Public Health

ELC 2.1 - Enhancing Detection Expansion  
08/01/2023 - 04/30/2024

\$126,768.79

PO 2024\*2811

Name of Person Submitting

Date

If Budget Does Not Utilize 100% of Award, please report Unobligated Funds Below

### BUDGET TABLE

Personal Services (list each position separately; listing position titles is acceptable; include a brief narrative describing the work the position will be conducted on each budget line). CDC has an annual salary cap of \$212,100.00 based on 1 FTE.

#### Salary Cap Information

Director-Oversee Operations, strategic direction, HR, interagency relationships, manage staff

Director of Operations-Coordinates staff and strategic Management in matters pertaining to COVID

PH nurse-Attend update calls, assist with guidance recommendations, stakeholder outreach

Administrative Assistant- answer phones and give basic guidance to callers

Supplies (include a brief narrative on each budget line describing what the supplies are needed for and how they support the SOW)

Equipment and infrastructure (include a brief narrative on each budget line describing what the equipment/infrastructure is needed for and how it supports the SOW) NO BACKDATING ALLOWED

Travel Costs (include a brief narrative on each budget line describing why travel is necessary and how it supports the SOW)

Contractors (include a brief narrative on each budget line describing why the contract is necessary and how it supports the SOW)

Subgrants (include a brief narrative on each budget line describing why the subgrant is necessary and how it supports the SOW) \*Must have budget and SOW from subgrantee (To be approved by CDPHE)

Other direct costs (include a brief narrative on each budget line describing other costs not captured by the above categories and how it supports the SOW)

Indirect - This will autopopulate based on your approved CDPHE Indirect Rate once Agency has been selected above.

Calendar year 2023 rate

Base

Indirect Rate/Percentage

Total Amount

Total Project Cost

Annual Salary	Fringe	% of Effort	# of Months	Total Amount
\$ 108,055.92	\$ 20,478.72	25.0002%	9.00	\$ 24,100.44
\$ 54,600.00	\$ 14,967.84	5.0011%	9.00	\$ 2,609.37
\$ 69,638.40	\$ 17,019.72	50.0000%	9.00	\$ 32,496.80
\$ 31,248.00	\$ 9,061.48	9.7698%	9.00	\$ 2,953.76
\$ 33,217.00	\$ 12,460.44	51.9997%	9.00	\$ 17,814.10
\$ 36,420.00	\$ 12,738.00	90.0000%	9.00	\$ 33,181.65
\$ 333,179.32	\$ 86,728.20			\$ 113,156.11
				Total Amount

Number of Items Requested	*Unit Cost	Total Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Mileage Rate	Number of Miles	Total Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

		\$
		Total Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

		\$
		Total Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

		\$
		Total Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

\*If you need additional lines please right click and insert a row.  
\*\*Please submit to your Contract Monitor in Excel or Google Sheets

If Budget does not utilize full award amount, report any unobligated funds here

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 09/26/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 09/13/2023**

**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 Quality Feeds, LLC, in the SE¼ Section 19, Township 22, Range 47. The request is to subdivide the existing 31.79 acres into two tracts, Tract 1 approximately 9 acres and Tract 2 approximately 22 acres. The property is located in an I-1 Industrial zoning district. This will be an Amended First Subdivision. The application was approved by the Planning Commission on September 13, 2023.

**Justification or Background:**

Applicant wants to subdivide property in two tracts. The 9 acre tract will be sold to Dustin Randle for a business. Applicant will retain the remaining 22 acres for a business.

**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 APPLICATION AND SUMMARY FORM

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.

Shirley Temple, Inc.  
by Pamela Temple

**If YES, attach copy**

Proposed Use of Land Industrial manufacturing

Proposed Water Source May Valley

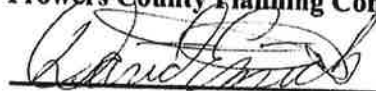
Proposed Means of Sewage Disposal Septic

Proposed Road Access Frontage Road

Proposed Lot Size apx 9 acres - Tract 1 ; apx 22 acres - Tract 2

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

Prowers County Planning Commission, Chair



Dated this 13th day of September, 2023

- 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\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 09/26/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 09/13/2023**

**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 Tri-State Generation and Transmission Association, Inc., in the S½SW¼SW ¼ of Section 17, Township 22, Range 42. The request is to subdivide approximately 10 acres from the existing property of 320 acres. The property is located in A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The application was approved by the Planning Commission on September 13, 2023.

**Justification or Background:**

Applicant wants to subdivide off 10 acres to sell to Amity Mutual Irrigation Company for a rock quarry to mine rock that will be used by the Amity Mutual Irrigation Company.

**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!**



Proposed Use of Land Rock Quarry for Use by Amity Mutual Irrigation Co for Amity Canal

Proposed Water Source N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access County Road LL

Proposed Lot Size Approximately 10 Acres.

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

**Prowers County Planning Commission, Chair**



Dated this 13th day of September, 2023

- **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\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 09/26/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 09/13/2023**

**Return Originals to: Michelle Hiigel, Land Use**

**Number of originals to return to Submitter: 0**

**Contract Due Date: N/A**

**Item Title/Recommended Board Action:**

Consider approval of Final Subdivision Exemption Plat Map for S Bar Ranches, Inc.. Application request was approved on May 24, 2023 by the Planning Commission and on June 13, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in Indian Claim No. 26 in the SE¼SE¼ of Section 19, Township 22, Range 46 and the SW¼SW¼ of Section 20, Township 22 South, Range 46 west, of the 6th P.M., , subdividing a total of 3.59 acres into three tracts **Tract A-1.07 acres, Tract B-.83, Tract C-1.69** acres and to be recorded in the County Clerk's Office.

**Justification or Background:**

S Bar Ranches, Inc., would like to subdivide property into three tracts. Tract A and Tract B have existing homes, Tract C is vacant, but applicant may build a home on the property in the future. Existing homes are on May Valley Water and North Lamar Sanitation, applicant has obtained approval for water and sewer services from May Valley Water and North Lamar Sanitation for the proposed new home.

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

County: \$ 350.00 Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

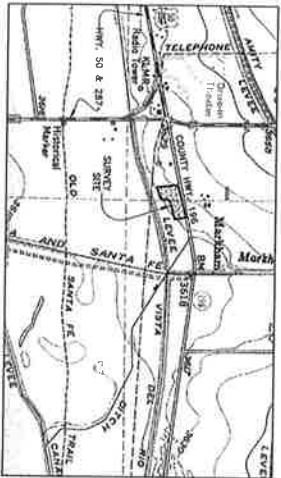
**Additional Approvals (if required):**

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

**THANK YOU!**

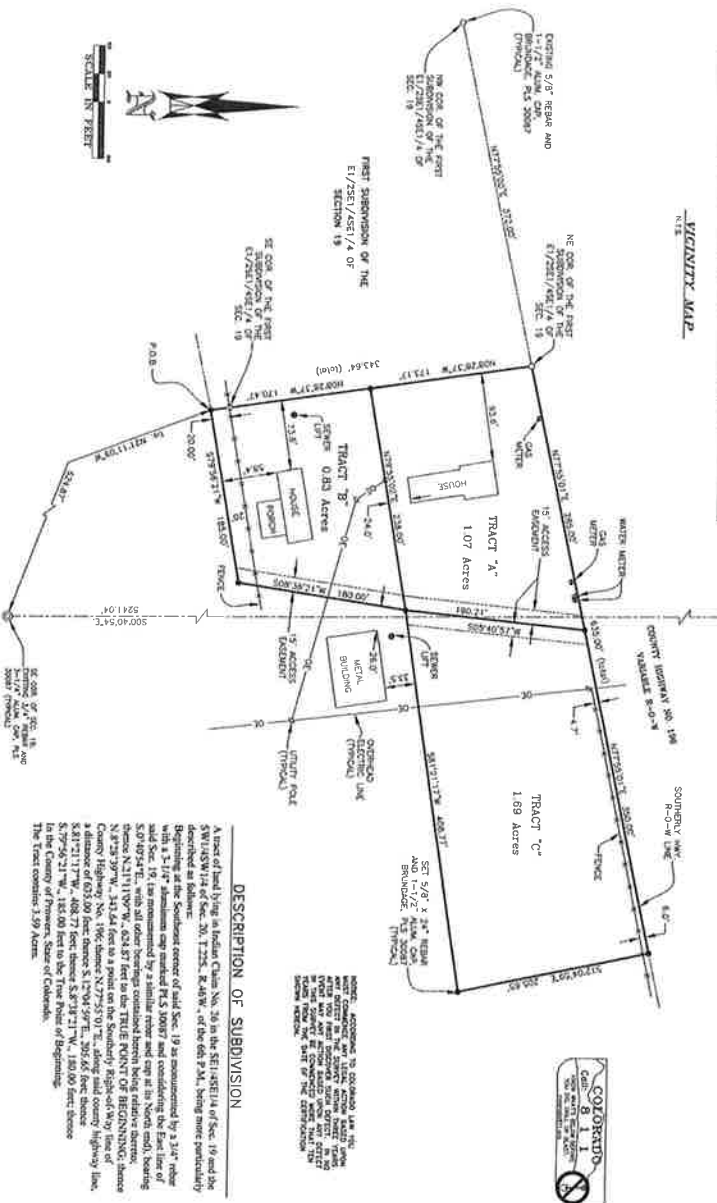
THE FIRST SUBDIVISION OF THE SE1/4SE1/4  
SEC. 19 AND THE SW1/4SW1/4 OF SEC. 20,  
T.22S., R.46W., 6th P.M., COUNTY OF PROWERS,  
STATE OF COLORADO.

FIRST SUBDIVISION



NOTICE: THIS SURVEY MADE WITHOUT BENEFIT OF AN UPDATED ABSTRACT OR TITLE POLICY AND MAY BE SUBJECT TO OTHER EASEMENTS, CONDITIONS, RIGHTS ETC. WHICH MAY HAVE DEVELOPED SINCE THE DATA REFERENCED IN THE SURVEYOR'S STATEMENT.

**UTILITY NOTE**  
A BUNKER STYLE UTILITY EXISTENCE SHALL COVER ALL TRACTS. THIS WILL ALLOW FOR THE CONTINUED OPERATION OF EXISTING UTILITIES. ALSO, FOR FUTURE INSTALLATION OF UTILITY REPAIR/STRUCTURE FOR THE JOINT OF THE HEREON SHOWN TRACTS AS WELL AS ADDRESSING PROPERTY TO THE SOUTH AND EAST OF SAID TRACT.



## DESCRIPTION OF SUBDIVISION

[illegible]

BOARD OF COUNTY COMMISSIONERS,  
PROMERS COUNTY, COLORADO:

Chiranjiv	Bohr

STATE OF COLORADO,  
COUNTY OF PROWERS S.S.

I hereby certify that this instrument of record was filed in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Mo., under Recording number \_\_\_\_\_.

Clerk and Recorder

Dr. \_\_\_\_\_

SUBDIVISION  
PLAT

PART OF SEC. 19 & 20, T.22S., R.45W.,  
E.15 P.M., BROWERS COUNTY, COLORADO

LAMAR

COLLOID

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Paula Gonzales, Finance/Budget Officer

**Submitted to the County Administration Office on:** email poll 9-11-2023

**Return Originals to:** N/A

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-11-2023 email poll approval for County Finance Director/Budget Officer, Paula Gonzales to transfer \$69,040.00 from the withholding account # 36695 to County General account # 10225.

**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:** 9/26/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 9/14/23

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

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of 2023-2024 LEAP Outreach Incentive Program Agreement between Prowers County Department of Human Services and The Cornerstone Resource Center in the amount of up to \$15,000 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement with a handwritten signature.”

**Justification or Background:**

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

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

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

State: Up to \$15,000 in State LEAP Funds

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

## 2023-2024 LEAP Outreach Incentive Program Agreement

Between

Prowers County Department of Human Services (DHS) and The Cornerstone Resource Center (TCRC)

**Agreement Dates: October 1, 2023 – September 30, 2024**

### Goals:

1. Increase LEAP enrollment in Prowers County.
2. Increase submission of accurately completed applications.

### Prowers County DHS Responsibilities:

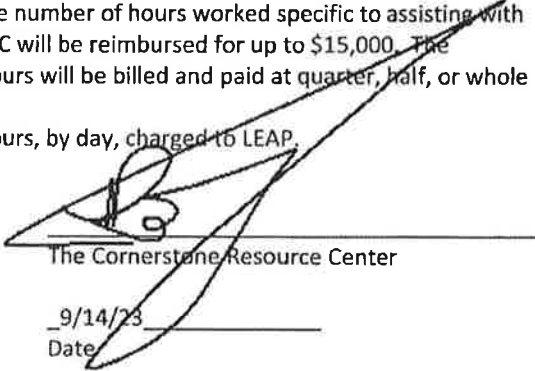
- Submit and receive approval from CDHS to administer LEAP Outreach funds.
- Ensure clients coming into the Prowers County Annex have access to DHS staff or TCRC staff who are able to assist clients with filling out their LEAP applications either in the DHS lobby, over the phone or through use of virtual tools.
- Provide CDHS LEAP office with the name(s) and contact information for the individuals who will assist LEAP applicants or otherwise act as the county's LEAP outreach representative(s).
- Use any funds remaining after ensuring direct LEAP application assistance is available to engage in targeted outreach, such as engagement at community events and sharing LEAP information with community centers.
- Assist Goodwill by providing the information available and necessary to process an application for LEAP.
- Distribute brochures and information to local food banks, health clinics, charity organizations, churches, schools and child care centers and home providers.
- Pay invoices submitted by The Cornerstone Resource Center within 30 days.

### The Cornerstone Resource Center Responsibilities:

- Distribute brochures and information to local food banks, health clinics, charity organizations, churches, schools and child care centers and home providers.
- Assist Prowers County DHS with LEAP outreach.
- Promote LEAP to Prowers County residents.
- Assist Prowers County residents with completing LEAP applications.
- Assist by connecting Prowers County residents with Goodwill when necessary.
- Submit monthly invoices which will outline the number of hours worked specific to assisting with LEAP applications and/or LEAP outreach. TCRC will be reimbursed for up to \$15,000. The reimbursement rate is set at \$20.00/hour. Hours will be billed and paid at quarter, half, or whole hour increments.
- Submit an itemized timesheet that lists the hours, by day, charged to LEAP.

\_\_\_\_\_  
Prowers County Department of Human Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
The Cornerstone Resource Center

9/14/23  
\_\_\_\_\_  
Date

**Outreach Activities  
PROWERS COUNTY  
LEAP OUTREACH INCENTIVE PILOT PROGRAM PLAN**

1. Conduct outreach October 1, 2023 - May 31, 2024.
2. Staff the DHS lobby with a reception staff employee trained to assist clients in accurately completing LEAP applications.
3. The Cornerstone Resource Center will assist clients in completing applications and conduct outreach. Hours worked on LEAP outreach will be reimbursable up to \$15,000.00.
4. Distribute brochures and information to local charity organizations, churches, schools and child care centers and home providers.
5. Coordinate efforts to extend outreach through the Lamar Ministerial Alliance and any other county ministerial alliance that provides support and resources to needy community members.
6. Distribute information and brochures through local food banks, community health clinics, and resource centers.
7. Purchase LEAP materials (magnets, pens, etc.)

**Goals:**

1. Increase LEAP enrollment in Prowers County by 5%.
2. Increase submission of accurately completed applications.
3. Review all failure to provide verification denials and assist Goodwill by contacting denied households to answer questions about verifications needed which will result in enrolled applications by 3% and reduce denials by 3%.

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Paula Gonzales

**Submitted to the County Administration Office on:** 09/13/2023

**Return Originals to:** Paula Gonzales

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

**Contract Due Date:** 9/30/2023

**Item Title/Recommended Board Action:**

2024 CHP Employer Option Sheet and Plan Rates

**Justification or Background:**

Consider approval of CTSI 2024 County Health Pool Employer Insurance Options and Rates

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

County: \$ \_\_306,000.00 \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other:  
\$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**



September 7, 2023

***VERY IMPORTANT MEMORANDUM***

TO: CHP Designated Representatives

FROM: Marissa Gaertner, CHP Benefits Manager

RE: 2024 Employer Options

---

Enclosed is an Employer Option Sheet and rates for the plans CHP is offering in 2024. Since the 2024 SBC's (Summary of Benefit of Coverage) are not available at this time, there are brief summaries for the CHP 2024 plans available at [www.ctsi.org](http://www.ctsi.org). The CHP Board of Directors approved to adopt the proposed rates for 2024 at the CHP Renewal meeting on September 7, 2023.

There will be open enrollment for medical, dental and vision, please note the following items;

- 1. 2 -year initial commitment for Dental and Vision Plans.**  
If Vision or Dental coverage has been offered for a minimum of two consecutive years, this coverage can be changed or dropped at this open enrollment
- 2. 3-year commitment for Rate Tier Structure**  
Your rate tier structure can be changed every 3 years; therefore, your entity may be eligible to change rate tier structure at this open enrollment. The rate structure selected for Medical will also be applied to all other lines of coverage.
- 3. Package or Choice**  
As an employer you have the option to offer your plan selections as either a "Package" (all employees must be enrolled in all benefit plans offered) or "Choice" (employees can pick and choose which plan selections your entity offers that they want to enroll in)
- 4. Employer or Employee Paid**  
If you offer the Dependent Life Option, please note on the Option Sheet if it is Employer contribution or Employee contribution

---

**County Technical Services, Inc.**

Administration & Loss Prevention  
Phone: 303•861•0507  
Fax: 303•861•2832

800 Grant Street • Suite 400  
Denver, Colorado • 80203  
email: [ctsi@ctsi.org](mailto:ctsi@ctsi.org)

Claims (CAPP & CWCP)  
Phone: 303•861•0507 1-800•544•7868  
Fax: 303•861•1022



Please complete, sign and date the enclosed 2024 Employer Option sheet and return it to my attention no later than ***September 30, 2023 (if utilizing the Online Open Enrollment option) or October 7, 2023 (if not utilizing the Online Open Enrollment option).***

After I receive your Employer Option Sheet, staff will prepare the paperwork for your employees and the open enrollment process.

Please contact me directly at 303-861-0507, Ext 123, or [mgaertner@ctsi.org](mailto:mgaertner@ctsi.org) if you have any questions. Thank you.

---

**County Technical Services, Inc.**

**Administration & Loss Prevention**  
**Phone: 303•861•0507**  
**Fax: 303•861•2832**

**800 Grant Street • Suite 400**  
**Denver, Colorado • 80203**  
**email: [ctsi@ctsi.org](mailto:ctsi@ctsi.org)**

**Claims (CAPP & CWCP)**  
**Phone: 303•861•0507 1-800•544•7868**  
**Fax: 303•861•1022**

## CHP 2024 Rates

### Prowers County

Rate Band Info: Prowers moved up in Rate Bands to 4, which equals an approx 15% increase for 2024 Medical/Rx Rates.

The calculated percentage for Band determination is 239%

This is your loss calculation based upon the purpose of determining Band Placement and this number should not be used for underwriting purposes to determine utilization

#### Current Plan Selections

2023 Rate Band	2024 Rate Band	Coverages	Medical B1000	Medical B2000	HDHP 2500
			2024	2024	2024
3	4	EO	\$999	\$884	\$773
3	4	FAMILY	\$2,413	\$2,133	\$1,871

#### Alternative Plans

2024 Rate Band	Coverages	Medical A	Medical B500	Medical B1500	HDHP 2000
		2024	2024	2024	2024
4	EO	\$1,140	\$1,093	\$952	\$812
4	FAMILY	\$2,753	\$2,636	\$2,297	\$1,966

Please see attached sheet for Life, Dental and Vision Rates

No Rate Increases for Life or Vision for 2024

Dental Rate Increase of 8% for 2024

# 2024 COUNTY HEALTH POOL Dental Rates

<u>Stand Alone</u>			
<u>2 Tier</u>		<u>Plan A</u>	<u>Plan B</u>
EO		\$31.55	\$18.50
EF		\$82.00	\$47.95
<u>3 Tier</u>		<u>Plan A</u>	<u>Plan B</u>
EO		\$34.15	\$20.00
E1		\$68.15	\$39.85
EF		\$88.65	\$51.80

<u>Dual Option</u>			
<u>2 Tier</u>		<u>Plan A</u>	<u>Plan B</u>
EO		\$33.40	\$17.45
EF		\$86.85	\$45.05
<u>3 Tier</u>		<u>Plan A</u>	<u>Plan B</u>
EO		\$36.20	\$18.70
E1		\$72.25	\$37.55
EF		\$93.85	\$48.80



Effective January 1, 2024 through December 31, 2024, at that time rates will be underwritten and renewed with the Pool

2024 COUNTY HEALTH POOL Vision Rates

<u>2 Tier</u>	
EO	\$5.70
E1	\$14.75

<u>3 Tier</u>	
EO	\$5.70
E1	\$11.35
EF	\$14.75



Effective January 1, 2024 through December 31, 2024, at that time rates will be underwritten and renewed with the Pool

2024 COUNTY HEALTH POOL Life Rates

<u>Employee Life</u>	<u>Basic Life</u>	<u>AD&amp;D Life</u>
Monthly Rate	.22 per \$1,000	\$.02 per \$1,000

<u>Dependent Life</u>	<u>Option 1</u>	<u>Option 2</u>
Spouse	\$2,000	\$5,000
Children	\$1,000	\$2,000
Monthly Rate	\$.78 per unit	\$.92 per unit

Eligible spousal benefits terminate when spouse reaches 65  
Eligible children are covered until age 26



Effective January 1, 2024 through December 31, 2024, at that time rates will be underwritten and renewed with the Pool

# 2024 COUNTY HEALTH POOL Life Rates

<u>Supplemental Life</u>		<u>Employee coverage</u>		<u>Spousal Coverage</u>	
Available in \$10,000 multiples		Minimum Benefit: \$10,000		Minimum Benefit: \$10,000	
		Maximum Benefit \$300,000		Maximum Benefit: \$100,000	
Guarantee issue available to newly eligible employee/spouses only		No medical questions on Supplemental Life amounts up to \$100, 000 if age 70 or younger, \$20,000 if over age 70		No medical questions on Supplemental Life amounts up to \$20,000 for spouse	
Employee and Spouse Supplemental Life Rates					
Monthly Rate/\$1,000 of Insurance					
Age		Rate			
Under 30		\$0.09			
30-34		\$0.09			
35-39		\$0.12			
40-44		\$0.17			
45-49		\$0.27			
50-54		\$0.47			
55-59		\$0.77			
60-64		\$1.03			
65-69		\$1.55			
70-74		\$2.82			
75-79		\$4.26			
80+		\$7.74			

This is a brief outline, for a complete description of benefit available please reference the Life Product Highlights & Calculating your cost worksheet from your CHP Contact

*Eligible spousal benefits terminate when spouse reaches 65*  
*Eligible children are covered until age 26*



Effective January 1, 2024 through December 31, 2024, at that time rates will be underwritten and renewed with the Pool

**Please return to Marissa Gaertner no later than  
October 7, 2023! (Due by September 30, 2023 if utilizing Online  
Enrollment!)**

## **2024 Employer Options**

**Medical (Check one or more)**

- ☐ PPO Plan A
- ☐ PPO Plan B500
- ☐ PPO Plan B1000
- ☐ PPO Plan B1500
- ☐ PPO Plan B2000
- ☐ HDHP 2000
- ☐ HDHP 2500
- ☐ NO CHANGE

**Dental (Check one or more)**

- ☐ Plan A Only
- ☐ Plan B only
- ☐ Dual Option program (Plans A and B)
- ☐ No Dental
- ☐ NO CHANGE

**Vision (Check one)**

- ☐ Vision
- ☐ No Vision
- ☐ NO CHANGE

**Check one**

- ☐ Employer "Package" (Employees must enroll in all benefit plans offered)
- ☐ Employer "Choice" (Employees can pick and choose which benefit plans to enroll in)

**Life-Check one**

- ☐ Dependent Life Option 1
- ☐ Dependent Life Option 2
- ☐ Supplemental Life
- ☐ NO CHANGE

**Check one**

- ☐ Employer Paid
- ☐ Employee Paid

**Completed by:**

Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

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

*Mailing Address; 800 Grant St., Suite 400, Denver, CO. 80203 Fax; 303 861 2832*

*Email; [mgaertner@ctsi.org](mailto:mgaertner@ctsi.org)*

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** September 26, 2023

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:** emailed to Agendas group 9/18/2023

**Return Originals to:** Meagan Hillman PCPHE Director

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

**Contract Due Date:** As soon as approved

**Item Title/Recommended Board Action:**

Consider approval of an MOU for Colorado Case Management Redesign, Change Management Funding Allocation effective September 15, 2023 through July 31, 2024, and authorizing Public Health Director, Meagan Hillman to execute the document.

**Justification or Background:** Support for required transition plan for OLTC

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

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

**Approved by the County Attorney on:** 9-18-2023

**Additional Approvals (if required):**

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

**THANK YOU!**

## Colorado Change Management Redesign (CMRD)

### Change Management Funding Allocation for Case Management

#### Memorandum of Understanding

MOU Number: xxx

Contract Title: Prowers County 2023-2024

THIS AGREEMENT (the “**Agreement**”), shall be effective this September 15, 2023 through July 31, 2024 (“**Term**”). This agreement will automatically renew annually unless specifically terminated by the Department, HMA, or the Sub-Contractor with at least 30 days’ notice.

BY AND BETWEEN Prowers County with Sub-Contractor, HMA, created under the laws governing the State of Colorado.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **FURNISHINGS**: Unless otherwise set forth herein, Sub-Contractor shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the requirements of this Agreement. The Sub-Contractor shall perform the work as specified in the proposal in **Appendix A – Scope of Work and Budget Details**, attached hereto and incorporated herein, which shall also include an itemized budget (the “**Work**”).
2. **EXECUTION OF DELIVERABLES**: It is understood and agreed by and between the Parties hereto that all items and/or Work included in this Agreement are to be performed under the direction of HMA as to the meaning of the said proposal and specifications of **Appendix A**. HMA will consult with the Colorado Department of Health Care Policy and Financing (HCPF) as to the specifications of **Appendix A** and their direction on such shall be considered final.

The Parties further agree HMA may amend and supplement **Appendix A** by furnishing Sub-Contractor with additional specifications as may be necessary to illustrate the items to be furnished or Work to be done. Sub-Contractor agrees to conform to and abide by such amendments/supplements to **Appendix A** which are consistent with the purpose and intent of the original proposal and specification referred to in Section 1 herein.

3. **DISTRIBUTION OF FUNDS**: The Parties shall comply with the following process for drawing funds: After execution of this MOU and release of funds by HCPF, HMA shall allocate amounts based on the criteria set forth below.
  - a. Sub-Contractor shall identify specific technical assistance services or transition plan supports to be performed using the allocated funds that is consistent with and meets the list of approved services and supports as determined by HMA and approved by HCPF.

- b. Sub-Contractor shall identify the specific resource(s), including estimated payment amount, it would like to use to provide the needed technical assistance or transition plan services from the approved list of such resources maintained by HMA. If resource(s) the Sub-Contractor wants to use are not on the approved HMA list, the Sub-Contractor may request that HMA review proposed resource(s) for approval and inclusion. HMA shall not make payments to the Sub-Contractor for any resources that do not have prior approval from HMA.
- c. Sub-Contractor must submit a detailed invoice to HMA for the services performed by the approved resource(es). Invoices must include:
  - a. Organization name
  - b. Specific services performed or supports provided by resource
  - c. Name(s) of individual(s) that performed each service or provided each support
  - d. An evaluation of the resources' services and Sub-Contractor's satisfaction with them (format to be provided by HMA)
- d. Invoices must be submitted to HMA by the Sub-Contractor no later than 15 calendar days after the resource(s) have completed services or supports for the Sub-Contractor.
- e. HMA will review invoices for accuracy and completeness. Approved invoices will be paid to the Sub-Contractor within 30 days of HMA's receipt and approval. Invoices that are not approved will be sent back to the Sub-Contractor for revisions or rejected for non-compliance with MOU requirements.

Parties agree that additional funding for funding in 2023 and the first half of 2024 is contingent upon the continued funding by HCPF to HMA, and upon the successful progress by the Sub-Contractor as determined solely by HMA and HCPF.

If HMA reasonably determines that the Sub-Contractor has not fulfilled the requirements of this Agreement, HMA may, in collaboration with HCPF, withhold the distribution of funds to the Sub-Contractor. Changes to Appendix A and Budget Details may be made upon prior written amendment to this MOU.

4. **ABANDONMENT OF DUTIES:** If HMA reasonably determines that (i) the Work to be done under this Agreement is unnecessarily or unreasonably delayed by Sub-Contractor, (ii) Sub-Contractor has breached any provision of this Agreement, (iii) Sub-Contractor has assigned this Agreement otherwise than as herein specified, (iv) Sub-Contractor has failed to provide all supplies, material, machinery, implements, appliances and tools or fails to perform the Work as set forth in the proposal and specifications of **Appendix A**, in whole or in part, then HMA may notify the Sub-Contractor in writing to discontinue all Work or any part thereof ("**Discontinue Work Notice**"). Upon receipt of such Discontinue Work Notice, Sub-Contractor shall discontinue such Work or such part thereof as HMA may designate and HMA may thereupon, by a contract or otherwise, as it may determine, complete the Work set forth in the Discontinue Work Notice, or such part thereof, and Sub-Contractor shall indemnify and pay HMA for the expended amount of so completing the Work or part thereof ("**Damages**").

All Damages incurred by HMA under this Section 5 shall be withheld or deducted from any moneys then due, or to become due, to the Sub-Contractor under this Agreement. In the event the Damages incurred are less than the sum which would have been payable under the Agreement if the same had been completed by the Sub-Contractor, the Sub-Contractor shall be entitled to receive the difference and in the event such Damages incurred shall exceed the said sum, the Sub-Contractor shall pay the amount of excess to HMA for the completion of the Work.

5. PROOF OF PERFORMANCE: It is further mutually agreed between the Parties hereto that no payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either wholly or in part, and that no payment hereunder shall be construed to be an acceptance of defective work.
6. REPORTING: The Parties agree that the Sub-Contractor shall be responsible for reporting the outcomes. The Sub-Contractor shall submit reports to HMA and HCPF on the schedule set forth below. Sub-Contractor shall submit all the reports in accordance with the mutually agreed upon evaluation plan and in the formats required by HMA. Such interim and final reports shall detail the actual expenditures against allocations and the initiative's outcomes based on an approved logic model.

Report Schedule

- a. Reports shall be included as part of each invoice submitted to HMA by the Sub-Contractor and shall consist of an evaluation of the hired resources' services and Sub-Contractor's satisfaction with them (format to be provided by HMA)
7. SUB-CONTRACTING: It is further understood and agreed by and between the Parties hereto that the Sub-Contractor is entitled to hire or pay for resources to effectively execute Work described in Appendix A. All resources must be selected from a pool of resources approved by HMA. Any new resources proposed by the Sub-Contractor must be approved by HMA prior to being used for any services or supports related to Work denoted in Appendix A. At any time, the HMA may require cancellation of work by any resources, with or without cause.
8. TERM AND TERMINATION: Any extension of the Term will be subject to mutual written agreement between the Parties. This Agreement may be terminated by the HMA as follows: (i) in the event of a material breach by Sub-Contractor which remains uncured for a period of fourteen (14) days following receipt of written notice thereof; (ii) upon fourteen (14) days prior written notice, if the performance of this Agreement by Sub-Contractor would be in violation of any laws, requirements or regulations; (iii) immediately in the event that HCPF fails to appropriate funds or funds become unavailable by operation of law or fund reduction; or (iv) upon thirty (30) days prior written notice to Sub-Contractor for any reason or no reason at all. In the event of termination of this Agreement, Sub-Contractor agrees to immediately relinquish any unused funds as of the date of termination and/or any funds HMA, in its sole discretion, determines were not used in accordance with the terms of this Agreement.
9. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to the Parties

at the addresses as may be designated by the receiving Party from time to time in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

10. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated herein by reference, including Appendix A, and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
11. AMENDMENT: Except as set forth in Section 3 with regard to amending **Appendix A**, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
12. GOVERNING LAW: This Agreement and all related documents, including all appendix or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
13. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its authorized representative on the day and year written below:

**SUB-CONTRACTOR:**

**Prowers County**

By: \_\_\_\_\_  
(SIGNATURE)

Name:

Title:

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

:

**HEALTH MANAGEMENT ASSOCIATES, INC.**

By: \_\_\_\_\_  
(SIGNATURE)

Name: Kelly Johnson

Title: Chief Administrative Officer

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

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership.

## **Appendix A. Scope of Work and Budget Details**

### **Approved Areas of Technical Assistance and Transition Planning Support**

There are specific areas of Technical Assistance and Transition Planning Support for Sub-Contractors that are approved by HMA for funding under this MOU. These include:

#### **Policy Support**

Assistance in accessing information about publicly available federal and state policies, in particular Colorado state policies related to the Case Management Redesign and identifying what will be needed to operationalize written policies provided by the state.

#### **Legal and Corporate Structure Support**

Assistance with identifying and implementing administrative, governance, finance, and management structures as it relates to CMA transition processes.

#### **Staffing Capacity Support**

Assistance in identifying staffing capacity needs, staff retention and recruitment, and other staffing concerns that may arise as a result of the planned transition.

#### **Transition Planning and Support**

Assistance to agencies in planning their transitions from their current state to the future state of their agency/community after case management redesign. Every agency is contractually obligated to submit a transition plan to the Department.

#### **Change Management Training**

Assistance with understanding and managing the operational and adaptive needs of all stakeholders, including (as applicable) Board members, County Commissioners, leadership teams, staff and clients for adapting to the changes driven by the CMA transitions. Focus is on support for leadership, communications, culture change, and staff training needs.

#### **Strategic and Organizational Planning**

Assistance in determining the transition vision and goals of an agency and creating a roadmap for getting there. Strengths, weaknesses, opportunities and threats analysis, and support for strategic and operational planning for CMA transitions.

#### **Facilitation and Community Planning**

Assistance with facilitated engagement and outreach to communities, providers, and clients/families.

#### **Communications Strategy and Planning**

Assistance with creating communication strategies and messages to all target audiences regarding the transition.

### **Expected Deliverables and Timeline**

All services and supports funded under this MOU must be related directly to the Sub-Contractor's implementation of a draft Case Management Agency Transition Plan. This

Transition Plan is a requirement of the Sub-Contractor's contract with HCPF for case management services (Case Management Agency contract Closeout Plan).

All resources used by the Sub-Contractor in under this MOU for the purposes of its Transition Plan must be invoiced to HMA no later than July 15, 2024. The invoice from the CMA must include evidence that the deliverable was provided. This can simply be the invoice from the vendor indicating that the deliverable was produced, and an assurance of acceptance of the work (deliverable) from the CMA.

## Scope of Work and Budget

Vendor	TA Category	Description of Activity	Associated Deliverable	Timeline for Work	Hours	Hourly Rate	(Total Cost)
HMA	Transition Planning and Support	Facilitation of meetings to organize, strategize, and implement change management efforts through the beginning of the new CMA contract, and to plan for ongoing change management after November 1. Creation of road map to support organizational needs of staff, members, and families through the transition phase.	Detailed Change Management Road Map, and summary of change management support activities.	09/15/2023-12/31/2023	30  30	Jennifer Maslowski -\$290  Doris Tolliver -\$345	\$19,050
HMA	Strategic and Organizational Planning	Finalize implementation activities and leads for each activity. Facilitate implementation workgroup and subcommittee meetings.	Facilitation and Implementation of Finalized Change Management Plan.	9/15/2023-12/31/2023	80  40	Jennifer Maslowski -\$290  Doris Tolliver -\$345	\$37,000
						Total requested	\$56,050

### **Out of Scope Services and Supports**

The Sub-Contractor agrees that it shall not use any funding provided by HMA under this MOU for any alcohol or any tobacco products.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 9-26-2023**

**Submitter: Darren Glover, PATS Director**

**Submitted to the County Administration Office on: 9-15-2026**

**Return Originals to: Darren Glover**

**Number of originals to return to Submitter: 2**

**Contract Due Date: 9-29-2023**

**Item Title/Recommended Board Action:**

Consider approval of 2024-2026 CSBG Grant Application in the amount of \$26,994.00 and authorizing PATS Director, Darren Glover to submit the application electronically.

**Justification or Background: Applying for Operational funds for 2024-2026**

**Fiscal Impact:** This item is budgeted in the following account code: \_\_25-343310\_\_

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

**Approved by the County Attorney on: 9-18-2023**

**Additional Approvals (if required):**



**COLORADO**  
Department of Local Affairs

[Home](#)[Local Government](#)[Property Taxation](#)[Housing](#)[Assessment Appeals](#)[Disaster Recovery](#)

## Grants Portal - Funding Opportunities

### Community Service Block Grant 2024-2026 Application

Status: [Partially Complete](#)

Filed On: 2023-08-29T13:13:12

Filed By: [GRANTS\\_WEB](#)

Reviewed On: 2023-08-29T13:13:12

Reviewed By:

Reviewer Notes:

#### A. APPLICANT/CONTACT INFORMATION



##### 1. Select Your Organization: \*

The list is filtered to eligible organizations. If you do not see your organization listed, please contact DLG for further assistance. In the case of a multi-jurisdictional application, please select the lead organization.

Prowers County

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

-- Select Other Eligible Organizations

##### 2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: \* Ron

Middle Name:

Last Name: \* Cook

Suffix:

Role: \* Chief Elected

Mailing Address: \* 200 East Hickory Street

Address 2:

City: \* Lamar

State: \* Colorado

Zip Code: \* 81052

Phone Number: \* 719-336-8029

Email Address: \* dglover@prowerscounty.net

3. Responsible Administrator (will receive all mailings) for the Application:

Same as Principal Representative Address

Honorific:

First Name: \* Darren

Middle Name:

Last Name: \* Glover

Suffix:

Role: \* Program Manager/Primary Contact

Mailing Address: \* 200 E Hickory

Address 2:

City: \* Lamar

State: \* Colorado

Zip Code: \* 81052

Phone Number: \* 719-336-8039

Email Address: \* dglover@prowerscounty.net

B. ORGANIZATION INFORMATION

1. Federal Tax ID # \*

84-6000796

2. UEI # \*

Y8C4HSXY95M6

3. Service Area \*

Please list the counties served by your CSBG program

Prowers County

986 characters remaining.

4. State House District \*

List the State House District or Districts your service area falls into, separating the district numbers by commas. A map of the districts can be found at <https://leg.colorado.gov/house-district-map>.

64

5.A. State Senate District \*

Please list the State Senate District or Districts your service area falls into, separating the district numbers by commas. A map of the State Senate Districts can be found at <https://leg.colorado.gov/senate-district-map>.

35

**5.B. Federal House District(s) Served by CSBG Program**

4th District - Ken Buck

277 characters remaining.

**6. Amount of CSBG Projected FFY 2024 Allocation \***

26,994.00

**7. CSBG-Related Mission Statement \***

Please enter your organization's CSBG-specific mission statement here.

To provide the needed services required by the residents of Prowers County especially the Low Income, Elderly and Disabled.

876 characters remaining.

**8. Project Description \***

Provide three to five sentences summarizing your CSBG program. This will be the statement for the Scope of Work in the contract.

Provide Transit services for the handicapped, low income and senior residents of Prowers County. Provide dispatch services, and provide assistance to the handicapped, low income and senior residents using Prowers Area Transit. To provide preventive health care assistance to low-income, handicapped and senior citizens by means of vaccines at no cost to the individuals.

628 characters remaining.

**C. TRIPARTITE BOARD/ ADVISORY COMMITTEE MEMBERSHIP ROSTER**

**1. Eligible Entity Type \***

☐ Single County Government      Council of Governments      Private CAA (501c3)      Multi-County Service Agency      Other

**1.A. OTHER**

If "other," was selected, describe nature of eligible entity.

**2. Total Seats per Agency Bylaws \***

6

**3. Total Current Vacant Seats \***

0

**4. Total Number of Seats Reserved for Low Income Sector \***

Not fewer than 1/3 of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served. Can be individuals with lived, professional, or other expertise pertaining to those experiencing low-income.

2

**5. Total Number of Seats Reserved for Elected Officials Sector \***

Elected officials or their designated representative.

2

6. Total Number of Seats Reserved for Private Sector \*

2

7. Upload Board Roster (PDF) \*

Please upload a PDF of your board roster and ensure that the roster indicates the sector each board member represents

D. BUDGET SUMMARY

1. Upload Budget (.xlsx) \*

Please upload your budget in .xlsx format, based on the CSBG projected FFY 2024 amount.

2. Certifications \*

I certify that CSBG funds will not be used for construction related expenses

I certify that CSBG funds will not be used for any type of political activity

I certify that CSBG funds will be used in accordance with Uniform Guidance

E. PROJECT ELIGIBILITY

1. Federal Objectives \*

The Federal Objectives are listed in Informational Memorandum 152 from the Office of Community Services. Select one or more objectives to be addressed in the Community Action Plan

							<input type="checkbox"/>		
Employment	Education and Cognitive Development	Income, Infrastructure, and Asset Building	Housing	Health and Social/Behavioral Development (includes Nutrition)	Civic Engagement and Community Involvement	Services Supporting Multiple Domains	Linkages (e.g. partnerships that support multiple domains)	Agency Capacity Building	Other (e.g. emergency management/disaster relief)

2. National Goals \*

The National Goals are listed in Informational Memorandum 152 from the Office of Community Services. Select one or more national goals to be addressed in the Community Action Plan

Goal 1: Individuals and families with low incomes are stable and achieve economic security

Goal 2: Communities where people with low incomes live are healthy and offer economic opportunity

Goal 3: People with low incomes are engaged and active in building opportunities in communities

F. PROJECT INFORMATION

If applying for Linkages only, indicate "not applicable" for questions 1-4 in this section and proceed to question 5.

1. Income Eligibility \*

Applicant must be able to demonstrate that customers of CSBG programs or services will be low-income individuals and/or families living at the CSBG income eligibility line, based on a percentage of the Federal Poverty Line, or below. Describe how customer eligibility based on Federal Poverty Level is determined, verified, evaluated, and tracked for the purpose of CSBG program activities.

All Clients fill out an Income Certification form and is updated every year (in July). We then submit those forms to Prowers County Department of Human Services and the certify our clients through their system CBMS through the State of Colorado that they are eligible for CSBG funds.

3716 characters remaining.

## 2. Selection of Customers and Needs Met \*

If the proposed project requires customers to complete an application or there is a selection process (e.g. emergency assistance, human services programming, etc), describe what procedures will be used to ensure that customers receiving assistance will be selected through an open and equitable process and that greatest community needs are addressed.

No client who fills out our Income Certification Form is denied funds through CSBG or any service that we provide.

3886 characters remaining.

## 3. Grievance Procedures \*

Please describe the grievance procedures for customers who are declined assistance, including how customers are notified of the grievance process.

No client who fills out our Income Certification Form is denied funds through CSBG or any service that we provide.

3887 characters remaining.

## 4. Sub-recipient Monitoring for Program Compliance \*

If sub-recipients determine customer eligibility, please describe yearly monitoring procedures the eligible entity uses to ensure the federal poverty level income verification requirement, selection process and notification/grievance procedures as listed in Question 1-3 are met. If no subrecipients will be used in this program, please indicate "not applicable."

N/A

3997 characters remaining.

## 5. Information on Linkages Activities \*

If applying for Linkages, please describe how services provided will involve community partners, coordinate services and provide and evaluate community outcomes that address poverty. Please note that "information and referral" type services are not eligible as linkages. Rather, a coordinated and community-driven strategy to improve service delivery at the community level must be described and implemented. If you are not applying for Linkages activities, please enter "not applicable."

In providing Transit services and vaccines for our clients; we coordinate through Prowers County Department of Human Services, Department of Public Health and Environment, local governmental agencies.

3799 characters remaining.

**G. COMMUNITY NEEDS ASSESSMENT****1. Key Causes and Conditions of Poverty \***

Based on the results of the community needs assessment, what are the key causes and conditions (identified separately) of poverty in the service area? What are the needs or causes (economic or otherwise) contributing to poverty in the community that this application and plan will address?

Transit services in the evening and weekends. To go from work; shopping; or medical sites during these times. Extra nutritional sites for the elderly residents and access to specialized medical resources.

3794 characters remaining.

**2. Upload Community Needs Assessment (PDF) \***

Please upload a PDF of your Community Needs Assessment

**3. Upload Board/ Advisory Committee Minutes for Community Needs Assessment (PDF) \***

Please upload a PDF of board/ advisory committee meeting minutes accepting applicant's community needs assessment.

**4. ROMA Trainer CNA Review \***

Upload ROMA trainer CNA Review Form in PDF form.

**H. COMMUNITY ACTION PLAN (3 Years)****1. Services and Strategies \***

Generally, what services and strategies will be used? Describe how the services and strategies your agency will be pursuing, identified in Section E, will address the needs identified in the community needs assessment.

Providing transit services to low-income clients to take them to educational and employment sites to be able to get a livable wage job. Then to provide transit services to and from their job site. Providing no cost vaccines to our eligible clients to be able to help live healthy lives.

3709 characters remaining.

**2. Expected Outcomes \***

Describe the expected outcomes for the customers, agency, or community that will be achieved. Indicate whether each outcome is a family, agency, or community level outcome.

Lower unemployment in Prowers County (Community) Lower the Health costs of our client's family through vaccination (family) Arise in access to medical sites for our clients without transportation (family) through providing transit services

3759 characters remaining.

### 3. Measuring Outcomes \*

How will success be measured? Include how data will be collected and the quantitative and qualitative evaluation techniques that will be used. What are the measurement tools (evidence) and services strategy (outputs) that will prove outcomes were obtained?

Through our clients surveys, census data, unemployment data (through the Co Workforce Center)

3907 characters remaining.

### 4. Community Partners and Stakeholders \*

What other community entities, organizations, or stakeholders are contributing to this project and how will services be coordinated? Describe how duplication of services will be avoided. Please specifically describe any subrecipients involved.

Colorado Workforce, Prowers County Department of Human Services, Prowers County Department of Public Health and Environment, Prowers Medical Center, High Plains Clinic and Lamar Senior Citizens.

3806 characters remaining.

### 6. Existing Resources \*

Describe how CSBG funds are leveraged with other cash and in-kind resources in the community. In what ways does CSBG fill gaps in services or address unmet needs in the community?

CSBG funds fill in the gaps in our budgets to be able to offer these services to our clients. Prowers County provides the funds to match several grants that do not fill in the gaps in these programs. CDOT provides funds for Prowers Area Transit.

3753 characters remaining.

### 7. Results Oriented Management and Accountability \*

Describe how the principles and practices of Results Oriented Management and Accountability (ROMA) are used in your agency and program.

The Tripartite Board analyzes the necessary data to decide the needs assessment and action plan at the beginning of the year. Also can revise these items throughout the year. Once the decision has been made on the distribution of funds to the different programs, those program directors will submit their implementation plans to the board for review and approval. Each program director will gather data throughout the year (i.e. eligibility, # of clients, and # of 'success' stories) and present these results to the board during the year. The program directors during the planning stage with the Tripartite board would set out a series of 'goals' for the year and be able at the end of the year achieve those goals or be able to document why the goals were not met. During the final meeting of the year, the board as well as the program directors will evaluate the current year's implementation and achievements and results for each program.

3053 characters remaining.

### 8. ROMA Trainings \*

When was the last ROMA training accessed by the organization? Who attended and who provided the training?

August 2 9 and 16th of 2023 on a webinar. Operation Manager attended instructed by Josiah from CCAA

3897 characters remaining.

#### 9. Upload Board Approval (PDF) \*

Please upload a PDF of the Board minutes approving the Community Action Plan




#### I. STRATEGIC PLAN (5 YEARS)

CSBG-Specific Strategic Plan (as referenced in Organizational Standards)

##### 1. Long Term Vision \*

What is the **long-term vision** for the CSBG program at your organization or department? How does this vision address reduction of poverty, revitalization of low income communities, and/or empowerment of people with low incomes to become more economically secure?

Expand the current level of Transit services by expanding service hours to include evening and weekends. In turn this will help with the reduction of poverty, empower our low income individuals to become economically secure. This is from offering transportation to and from their job site, training and educational sites with the extended hours. Expand the vaccine program by better advertisement and expand the vaccine sites to include sites to target the low income and senior citizens of Prowers County. This in turn will provide better health levels in the low income clients who while maintaining their livable wage job can continue their employment by not being unable to work due to disease or illness. This will maintain their level of economic stability and reduce the poverty level in Prowers County.

3185 characters remaining.

##### 2. SWOT Analysis \*

What **strengths, weaknesses, opportunities and threats** contribute to the organization or department's ability to achieve the long-term vision indicated above? (Strengths and weaknesses are internal to the organization. Opportunities and threats are external to the organization)

Strength: Prowers Area Transit has been a stable and secure transit service in Prowers County since 1998. Prowers County Department of Public Health and Environment is also a very stable and secure department here in Prowers County, which they have provided services (including vaccines) since it was founded many years ago. This will enable us to pursue these long term goals with a more satisfactory outcomes. Weaknesses: With funding being slashed not only at the county level but at the Federal level and with most of our grants that we have, we depend greatly on these funding sources. So if they are cut in any amount, this could spell the end of our long term goals as well as Public Health's long term goals. Opportunities: For Prowers County, the biggest opportunity is for us to expand our service to connect to other transit services in providing medical access for our low income individuals to the Front Range medical sites. For Public Health, their biggest opportunity

3008 characters remaining.

##### 3. Strategic Plan Goals \*

What **long-term family, agency and/or community goals** are addressed by the strategic plan? Include level (family/agency/community) and details.

1. Expansion of service hours (Family/Agency and Community) This will reduce the level of poverty in the communities and provide transportation service for the whole family to and from their job sites, medical sites, shopping and recreational. Provide better access to vaccines (Family, Community) to maintain their health level to keep their livable wage jobs without being unable to work from diseases or illnesses. Also to bring down the poverty level throughout Prowers County.

3515 characters remaining.

##### 4. Customer Satisfaction and Input

How is **customer satisfaction information and customer input** included in the strategic planning process?

In the first part of each year we handout a passenger survey to our clients. We ask them to fill them out and return them back to us. The drivers return the filled out surveys to the Director(CSBG Grant Manager) who in turn presents them to the Tripartite Board. The Tripartite Board has a 'Open' meeting (all meetings are public) and all Individuals are free to give the Tripartite Board their view on how said funds are handled and their views on the passenger survey and how to implement them. The Tripartite Board reviews all survey material, meeting minutes and current Strategic plan. The Tripartite Board will implement changes to both services once a expansion is identified and is able to be implemented.

3281 characters remaining.

#### 5. CAP and Progress \*

How are the goals in the strategic plan supported by your community action plan? How will progress be tracked towards the overall vision and goals expressed in your strategic plan?

Both the Community Action Plan and Strategic Plan are reviewed yearly by the Tripartite Board so they are supported by each other. The grant manager will implement all necessary measures to track the progress as it pertains to the overall vision and goals in our strategic plan. The Grant manager will present current progress to the Tripartite Board every meeting of the Board throughout the year. Also maintain the statistics for review by CSBG personnel.

3539 characters remaining.

#### J. CHECKLIST OF REQUIRED ITEMS

#### K. GOVERNING BOARD APPROVAL

[About DOLA](#) [Careers](#) [Newsroom](#) [Strategic & Legislative Planning](#) [Contact](#)

[2023 State of Colorado](#) [Transparency Online](#) [Accessibility](#)

# Official Chief Elected Official Authorization Form

## Board Action taken on

\_\_\_\_\_

Date

**Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.**

.....

**To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.**

Public Entities/Counties:

\_\_\_\_\_

Signature, Chief Elected Official

\_\_\_\_\_

Ron Cook

\_\_\_\_\_

Name (typed or printed)

\_\_\_\_\_

Chairman, BOCC Prowers County

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Private Entities/COG's:

\_\_\_\_\_

Signature, Governing Board  
President/Chairperson

\_\_\_\_\_

Name (typed or printed)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

# **PROWERS COUNTY**

## **AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 9-19-2023

**Return Originals to:** Jana Coen, County Clerk

**Number of originals to return to Submitter:** 2

**Contract Due Date:** November 30, 2023

**Item Title/Recommended Board Action:**

Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and Appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for September 2023 September 2024 regarding County Lodging Tax Collections.

**Justification or Background:**

Obtaining from DOR the confidential information for local sales taxes, lodging taxes, and administer tax collection on behalf of the county.

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

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

**Approved by the County Attorney on:**

## Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of \_\_\_\_\_ Prowers County (County Lodging Tax) \_\_\_\_\_ appoints

(Name) \_\_\_\_\_ Jana Coen (Title) \_\_\_\_\_ Prowers County Clerk \_\_\_\_\_, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

### A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

### B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of Prowers County	Date 9-19-2023
Jurisdiction Mailing Address 301 S. Main St., Ste. 210, Lamar, CO 81052	Appointee Phone Number 719-336-8011
Appointee Name** Jana Coen	Title Prowers County Clerk
Appointee Signature 	Appointee Email *** jcoen@prowerscounty.net
Name of Chief Administrative Officer or Designee* Ron Cook	Title Chairman Board of County Commissioners
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email rcook@prowerscounty.net
<b>Department of Revenue Approval</b>	
By	Title Deputy Executive Director

\* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

\*\* I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

\*\*\* Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

## Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of \_\_\_\_\_ Prowers County (County Lodging Tax) \_\_\_\_\_ appoints

(Name) \_\_\_\_\_ Jana Coen \_\_\_\_\_ (Title) \_\_\_\_\_ Prowers County Clerk \_\_\_\_\_, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

### A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

### B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of Prowers County	Date 9-19-2023
Jurisdiction Mailing Address 301 S. Main St., Ste. 210, Lamar, CO 81052	Appointee Phone Number 719-336-8011
Appointee Name** Jana Coen	Title Prowers County Clerk
Appointee Signature 	Appointee Email *** jcoen@prowerscounty.net
Name of Chief Administrative Officer or Designee* Ron Cook	Title Chairman Board of County Commissioners
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email rcook@prowerscounty.net
<b>Department of Revenue Approval</b>	
By	Title Deputy Executive Director

\* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

\*\* I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

\*\*\* Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 9-19-2023

**Return Originals to:** Jana Coen, County Clerk

**Number of originals to return to Submitter:** 2

**Contract Due Date:** November 30, 2023

**Item Title/Recommended Board Action:**

Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and Appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for September 2023-September 2024 regarding County Sales/Use Tax Collections.

**Justification or Background:**

Obtaining from DOR the confidential information for local sales taxes, lodging taxes, and administer tax collection on behalf of the county.

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

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

**Approved by the County Attorney on:**

## Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of \_\_\_\_\_ Prowers County (County Sales/Use Tax) \_\_\_\_\_ appoints


(Name) \_\_\_\_\_ Jana Coen (Title) \_\_\_\_\_ Prowers County Clerk \_\_\_\_\_, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

### A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

### B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of Prowers County	Date 9-19-2023
Jurisdiction Mailing Address 301 S. Main St., Ste. 210, Lamar, CO 81052	Appointee Phone Number 719-336-8011
Appointee Name** Jana Coen	Title Prowers County Clerk
Appointee Signature 	Appointee Email *** jcoen@prowerscounty.net
Name of Chief Administrative Officer or Designee* Ron Cook	Title Chairman Board of County Commissioners
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email rcook@prowerscounty.net
<b>Department of Revenue Approval</b>	
By	Title Deputy Executive Director

\* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

\*\* I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

\*\*\* Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

## Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of Prowers County (County Sales/Use Tax) appoints


(Name) Jana Coen (Title) Prowers County Clerk, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

### A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

### B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of <u>Prowers County</u>	Date <u>9-19-2023</u>
Jurisdiction Mailing Address <u>301 S. Main St., Ste. 210, Lamar, CO 81052</u>	Appointee Phone Number <u>719-336-8011</u>
Appointee Name** <u>Jana Coen</u>	Title <u>Prowers County Clerk</u>
Appointee Signature 	Appointee Email *** <u>jcoen@prowerscounty.net</u>
Name of Chief Administrative Officer or Designee* <u>Ron Cook</u>	Title <u>Chairman Board of County Commissioners</u>
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email <u>rcook@prowerscounty.net</u>
<b>Department of Revenue Approval</b>	
By <u></u>	Title <u>Deputy Executive Director</u>

\* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

\*\* I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

\*\*\* Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Darren Glover, PATS Director

**Submitted to the County Administration Office on:** 9-19-2023

**Return Originals to:** Darren Glover, PATS Director

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Notice of Participation in the Lower Arkansas Valley Area Agency on Aging Programming for the year January 1, 2023 through December 31, 2023 and Prowers County's contribution amount of \$4,984.00.

**Justification or Background:**

Approve Notice of Participation Area Agency on Aging for FY2023

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

27-422800

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

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

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**RESOLUTION OF PARTICIPATION**

**of**

**Prowers County**

**in the**

**LOWER ARKANSAS VALLEY AREA AGENCY ON AGING  
PROGRAMMING FOR THE YEAR  
JANUARY 1, 2023 – DECEMBER 31, 2023**

WHEREAS, Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties are participating in the Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, said counties receive continued programming through the Region VI Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, a share of the funding is to be provided by the aforementioned counties.

IT IS THEREFORE RESOLVED by the Board of County Commissioners to provide funding in the amount of **\$4,984**.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
County Commissioner

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Rose Pugliese, Esq., County Attorney

**Submitted to the County Administration Office on:** email poll 9-19-2023

**Return Originals to:** Jana Coen & Rose Pugliese Esq.

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-20-2023 email poll approval of an Intergovernmental Agreement between Prowers County, Colorado and Lower Arkansas Valley Water Conservancy District to file a joint opposition statement to Tri-State Generation's Petition in the water court, effective September 19, 2023.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:** 9-19-2023

**Additional Approvals (if required):**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PROWERS COUNTY, COLORADO AND  
LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT  
EFFECTIVE: SEPTEMBER 19, 2023**

**THIS INTERGOVERNMENTAL AGREEMENT** effective as of September 19, 2023, ("IGA") by and between **PROWERS COUNTY, COLORADO**, (the "County") a political subdivision created by the Constitution and duly organized and existing under the laws of the State of Colorado and the **LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT**, (the "District") duly organized and existing under Colorado's Water Conservancy Act, acting by and through its Water Activity Enterprise, duly established and existing under part 1, article 45.1, title 37 C.R.S., collectively the "Parties."

**I. RECITALS**

A. The County and the District each have an interest in water court applications that could affect the water rights of and water use by citizens within their respective boundaries.

B. The County, pursuant to §30-11-101(1)(a), C.R.S., is authorized to participate in litigation which encompasses proceedings in water court. The District, pursuant to §37-45-118(1), C.R.S., is authorized to acquire and enjoy water rights in the State of Colorado, which necessarily includes the ability to participate in water court proceedings.

C. Governmental entities like the County and the District are encouraged and authorized to "make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments." § 29-1-201 C.R.S.

D. Section 29-1-203 C.R.S., generally authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

E. The County and the District desire to enter into this IGA to cooperate and share the rights and obligations of participating in water court proceedings when their interests are aligned and cooperation would facilitate efficiency.

**II. AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and District hereby agree as follows:

1. The Parties acknowledge that the primary purpose of this IGA is to provide a framework under which the County and the District may enter into individual Memoranda of Agreement ("MOA") in order to cooperate in water court proceedings.

2. The Parties agree that they share common interests in water court applications and other proceedings affecting water rights and the use of water in the Arkansas River Valley.

3. As such, the County and the District have determined that it is in their best interests and the best interests of their constituents to cooperate and share resources in relevant water court proceedings in Water Division 2.

4. Cost Sharing. The County and the District may share the costs associated with participating in water court proceedings, including but not limited to engineering and expert costs, legal fees, and court filing fees. The specific division of costs, if any, will be determined in the MOA specific to each water court proceeding.

5. Cooperation. The County and the District agree to fully cooperate with each other to determine which water court proceedings to participate in jointly, and subsequently in opposing, prosecuting, or settling each proceeding consistent with the interests of both Parties.

6. Term. The term of this IGA begins on the date that both Parties have executed this IGA and continues until the IGA is terminated at will by either or both Parties. If either the County or District shall determine to terminate this IGA it shall give the other party written notice at least thirty (30) days before its proposed termination date, except that this instrument shall not in any event be terminated or rescinded after the Parties have entered into any MOA related to any water court proceeding(s) prior to the entry of a final unappealable decree(s).

7. Notices. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered personally to the other party, or delivered by fax, FedEx or like service, or on the third mail delivery date after it is deposited in the U.S. mail, postage prepaid addressed to the Parties as follows or to any other address if notice of such new address is properly provided to the other party in accordance with this paragraph:

District:

Jack Goble, General Manager  
Lower Arkansas Valley Water Conservancy District  
801 Swink Ave  
Rocky Ford, CO 81067  
Fax: (719) 254-5150

County:

Prowers County Commissioners  
301 South Main Street  
Lamar, CO 81052  
Fax: 719-336-2255

8. No Waiver. By signing this IGA, the Parties do not waive their right to protect their own water rights and other interests by any other means.

9. No Third-Party Beneficiaries. No third party shall have intended or implied enforceable rights under this IGA.

10. Choice of Law. This IGA shall be governed by the laws of the State of Colorado in all respects including matters of validity, construction, performance and enforcement.

11. Interpretation. This IGA shall be deemed to have been jointly prepared by both of the Parties and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

12. Severability. If any provision of this IGA or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this instrument, which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.


13. Counterparts. This instrument may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

[balance of page intentionally blank]

IN WITNESS WHEREOF, the undersigned governments have caused this instrument to be effective this 19<sup>th</sup> day of September, 2023.

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

(S E A L)

By:   
Its: BoCC Clerk

Attest:

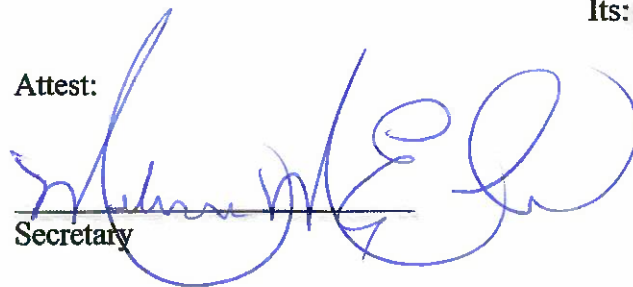
  
County Clerk and Recorder

**BOARD OF DIRECTORS OF  
LOWER ARKANSAS VALLEY  
WATER CONSERVANCY DISTRICT**

(S E A L)

By:   
Its: BOARD Chairman

Attest:

  
Secretary

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Rose Pugliese, Esq., County Attorney

**Submitted to the County Administration Office on:** 9-19-2023

**Return Originals to:** Jana Coen & Rose Pugliese Esq.

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-20-2023 email poll approval of a Memorandum of Agreement between Prowers County, Colorado and Lower Arkansas Valley Water Conservancy District for intent to file a joint statement of opposition concerning Case No. 23CW2036 (Tri-State), Application of Tri-State Generation and Transmission Association, Inc. for Findings of Reasonable Diligence in Prowers and Bent Counties, effective September 19, 2023.

**Justification or Background:**

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

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

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

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

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

**Approved by the County Attorney on:** 9-19-2023

**Additional Approvals (if required):**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
PROWERS COUNTY, COLORADO AND  
LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT  
CONCERNING CASE NO. 23CW3036 (TRI-STATE)  
EFFECTIVE: SEPTEMBER 19, 2023**

**THIS MEMORANDUM OF AGREEMENT** effective as of September 19, 2023 by and between **PROWERS COUNTY, COLORADO**, (the “County”) a political subdivision created by the Constitution and duly organized and existing under the laws of the State of Colorado and the **LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT**, (the “District”) duly organized and existing under Colorado’s Water Conservancy Act, acting by and through its Water Activity Enterprise, duly established and existing under part 1, article 45.1, title 37 C.R.S., collectively the “Parties.”

**I. RECITALS**

A. The County and the District intend to file a joint statement of opposition in Case No, 23CW3036 (Div. 2), Application of Tri-State Generation and Transmission Association, Inc, for Findings of Reasonable Diligence in Prowers and Bent Counties.

B. The County and the District desire to work together in opposition to Case No. 23CW3036.

C. The County and the District have entered into an Intergovernmental Agreement (“IGA”) effective September 19, 2023 authorizing the respective entities to enter into individual Memoranda of Agreement to cooperate in water court proceedings.

**II. AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and District hereby agree as follows:

1. The Parties acknowledge that the primary purpose of this MOA is to set forth a framework for the County and the District to work together in opposition to Case No. 23CW3036.

2. Cost Sharing. The County and the District agree to share the costs associated with participating in the water court proceedings in Case No. 23CW3036, including but not limited to engineering and expert costs, legal fees, and court filing fees. The County’s share of costs for work performed by the District’s engineers, consultants and attorneys, and court filing fees shall

be limited to \$1,000. Participation in an appeal of Case No. 23CW3036, if any, shall be subject to the further agreement of the parties and another MOA.

3. Cooperation. The County and the District agree to fully cooperate with each other in opposing, prosecuting, and settling their opposition to Case No. 23CW3036, including jointly preparing and/or jointly filing any disclosures, motions, responses, briefs, or any other documents in Case No. 23CW3036.

4. Term. The term of this MOA begins on the date that both Parties have executed this MOA and continues until entry of a final unappealable decree in Case No. 23CW3036.

5. Notices. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered personally to the other party, or delivered by fax, FedEx or like service, or on the third mail delivery date after it is deposited in the U.S. mail, postage prepaid addressed to the Parties as follows or to any other address if notice of such new address is properly provided to the other party in accordance with this paragraph:

District:

Megan Christensen  
Peter Nichols  
Berg Hill Greenleaf Ruscitti LLP  
1712 Pearl Street  
Boulder, CO 80302  
303-402-1600 (phone)  
303-402-1601 (fax)

County:

Darla Scranton Specht  
Scranton Specht & Associates, P.C.  
1204 E. Olive Street  
Lamar, CO 81052  
719-336-6887 (phone)  
719-336-9887 (fax)

6. No Waiver. By signing this MOA, the Parties do not waive their right to protect their own water rights and other interests by any other means.

7. No Third-Party Beneficiaries. No third party shall have intended or implied enforceable rights under this MOA.

8. Choice of Law. This MOA shall be governed by the laws of the State of Colorado in all respects including matters of validity, construction, performance, and enforcement.

9. Interpretation. This MOA shall be deemed to have been jointly prepared by both Parties and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

10. Severability. If any provision of this MOA or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this instrument, which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.

11. Counterparts. This instrument may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned governments have caused this instrument to be effective this 19<sup>th</sup> day of September, 2023.

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

(S E A L)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature]*  
*[Signature]*

Attest:

*[Signature]*  
\_\_\_\_\_  
County Clerk and Recorder

**BOARD OF DIRECTORS OF  
LOWER ARKANSAS VALLEY  
WATER CONSERVANCY DISTRICT**

(S E A L)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature]*  
*[Signature]*

Attest:

*[Signature]*  
\_\_\_\_\_  
Secretary

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 9-20-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a 90-day Temporary Liquor License Permit to expire on December 26, 2023 for Lamar Stop LLC, Liquor License Type: Retail Fermented Malt Beverage Off Premises (County), who is in the process of applying for a Liquor License Transfer of Ownership from KP Enterprise Inc., dba Ports to Plains Truck Plaza to Lamar Stop LLC, (Convenience Store), located at 33110 County Rd 7, Lamar, Colorado.

**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):**



# TEMPORARY LIQUOR LICENSE PERMIT APPLICATION

**PERMIT FEE: \$0.00**

NAME OF APPLICANT:

Bhagwant Singh- Lamar Stop LLC

ADDRESS OF APPLICANT:

7491 N Sanders Ave, Clovis CA 93619

TRADE NAME OF BUSINESS (DBA):

Lamar Stop

ADDRESS OF BUSINESS:

33110 County Rd 7,

CITY, STATE, ZIP CODE:

Lamar CO 81052

NAME OF CURRENT LICENSEE PENDING TRANSFER AND LIQUOR LICENSE TYPE:

\* Retail Fermented Malt Beverage Off Premises (county)

\*

SIGNATURE OF APPLICANT:

DocuSigned by:

Bhagwant Singh

02022768C085A44

Application Approved by:

Signature of Local Licensing Authority:

\_\_\_\_\_  
Prowers County BOCC-Chairman

\_\_\_\_\_  
Date

***Prowers County Board of Commissioner's retain discretionary authority to issue a  
Temporary Liquor License Permit.***

License No. N/A

90 Day  
TEMPORARY  
STATE OF COLORADO  
COUNTY of Prowers

License Fee: \$0.00

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE  
BEER & WINE (COUNTY)

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

LAMAR STOP LLC  
33110 COUNTY RD 7  
LAMAR, CO 81052

Temporary License Expires at Midnight **DECEMBER 26, 2023**  
License Type: **BEER & WINE (COUNTY)**  
Authorized Beverages: **MALT and VINOUS LIQUOR**

*This is to Certify*, That **LAMAR STOP LLC, (RESTAURANT)** having applied for a Temporary License to sell **BEER & WINE** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **33110 COUNTY RD 7, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on the **26<sup>TH</sup> Day of SEPTEMBER, 2023** and ending on the **26<sup>TH</sup> Day of DECEMBER, 2023** unless this temporary license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

*In Testimony Whereof*, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this **26<sup>th</sup> Day of SEPTEMBER, 2023**

ATTEST: \_\_\_\_\_

Jana Coen - County Clerk & Recorder

Ron Cook - Chairman BOCC

**PROWERS COUNTY BOARD OF COMMISSIONERS**

**THIS TEMPORARY LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 9-20-2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a 90-day Temporary Liquor License Permit to expire on December 26, 2023 for Lamar Stop LLC, Liquor License Type: Beer and Win (County), who is in the process of applying for a Liquor License Transfer of Ownership from KP Enterprise Inc., dba Ports to Plains Truck Plaza to Lamar Stop LLC, (Restaurant), located at 33110 County Rd 7, Lamar, Colorado.

**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):**



# TEMPORARY LIQUOR LICENSE PERMIT APPLICATION

PERMIT FEE: \$0.00

NAME OF APPLICANT:

Bhagwant Singh- Lamar Stop LLC

ADDRESS OF APPLICANT:

7491 N Sanders Ave, Clovis CA 93619

TRADE NAME OF BUSINESS (DBA):

Lamar Stop

ADDRESS OF BUSINESS:

33110 County Rd 7,

CITY, STATE, ZIP CODE:

Lamar CO 81052

NAME OF CURRENT LICENSEE PENDING TRANSFER AND LIQUOR LICENSE TYPE:

\* Beer and Wine License (county)

\*

SIGNATURE OF APPLICANT:

DocuSigned by:

Bhagwant Singh

82622E8BC0854A4

Application Approved by:

Signature of Local Licensing Authority:

\_\_\_\_\_  
Prowers County BOCC-Chairman

\_\_\_\_\_  
Date

*Prowers County Board of Commissioner's retain discretionary authority to issue a  
Temporary Liquor License Permit.*

License No. N/A

90 Day  
TEMPORARY  
STATE OF COLORADO  
COUNTY of Prowers

License Fee: \$0.00

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

FERMENTED MALT BEVERAGE & WINE  
LICENSE RETAIL

Prowers County Liquor Board  
301 S. Main St, Ste. 215, Lamar, CO 81052

LAMAR STOP LLC  
33110 COUNTY RD 7  
LAMAR, CO. 81052

Temporary License Expires at Midnight **DECEMBER 26, 2023**  
License Type: **FERMENTED MALT BEVERAGE & WINE (COUNTY)**  
Authorized Beverages: **MALT BEVERAGE AND WINE**

*This is to Certify*, That **LAMAR STOP LLC (Convenience Store)** having applied for a Temporary License to sell **FERMENTED MALT BEVERAGE & WINE** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **33110 COUNTY RD 7, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on the **26<sup>TH</sup> DAY of SEPTEMBER, 2023** and ending on the **26<sup>TH</sup> Day of DECEMBER, 2023** unless this temporary license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

*In Testimony Whereof*, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this **26<sup>th</sup> Day of SEPTEMBER, 2023**

**PROWERS COUNTY BOARD OF COMMISSIONERS**

ATTEST: \_\_\_\_\_

Jana Coen - County Clerk & Recorder

Ron Cook - Chairman BOCC

**THIS TEMPORARY LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE**

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of proposal from D.V. Douglass Roofing Inc. to complete re-roofing project on Prowers County District Attorney Office, 110 East Oak Street, Lamar, CO, totaling \$115,788 plus shipping costs and authorizing BOCC Chair Ron Cook to execute the document.

**Justification or Background:**

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

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

**Approved by the County Attorney on:** 7/25/2023

**Additional Approvals (if required):**

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

**THANK YOU!**



Midwest  
Roofing  
Contractors  
Association

# Proposal

## D.V. Douglass Roofing, Inc

1215 W. Mary St. - PO Box 506 620-276-7474

Garden City, KS 67846

Proposal Date

4-17-2023

Proposal	Phone
PROWERS COUNTY	PROWERS CO DISTRICT ATTORNEY OFFICE
Street	Job Name
301 S MAIN STREET	110 EAST OAK STREET
City, State, and Zip Code	Job Location
LAMAR, COLORADO 81052	LAMAR, COLORADO

We hereby submit specifications and estimates to:  
FURNISH ALL EQUIPMENT, LABOR, AND MATERIAL TO:

PLEASE SIGN AND RETURN  
ONE COPY OR FAX 620-276-8065

A) I HAVE REVIEWED THE "GARLAND" RE-ROOF SPECIFICATION :

THIS BID WILL FOLLOW THE SPECIFICATION.

\$115,788.00 sales tax exempt

NOTE:

- 1) WE WILL USE LOCAL GRAVEL IN PLACE OF WHITE GRAVEL.
- 2) DISCONNECTING OF ANY ELECTRICAL, PLUMBING, GAS LINES ARE NOT INCLUDED.
- 3) WE WILL PROVIDE 6" PRE-FINISHED BOX GUTTER / DOWN SPOUT.
- 4) THIS BID DOES NOT INCLUDE BLOCKING ON CURBS WERE TAPERED SYSTEM MY OCCUR.
- 5) THIS BID INCLUDES A BUILDING PERMIT FOR THE CITY OF LAMAR.
- 6) IF ANY DAMAGED WOOD DECKING, FASCIA, MASONRY IS FOUND A REPLACEMENT CHARGE WILL BE: decking: \$6.25 sq. Ft / masonry: time & material / fascia: \$7.25 per running ft

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

AS SHOWN ABOVE Dollars (\$ )

payment made as follows: UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

\*upon mutual agreement by both parties (initials)

Authorized Signature

TIM DOUGLASS

Note: This proposal may be

withdrawn by us if not accepted within 30 Days

Date of Acceptance

Signature

Signature

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fee Insurance Group, Inc. 2920 N. Plum St Hutchinson, KS 67502	<b>CONTACT NAME:</b> Beckie Blew		
	<b>PHONE (A/C, No, Ext):</b> (620) 259-8887	<b>FAX (A/C, No):</b> (620) 662-5415	
	<b>E-MAIL ADDRESS:</b> certs@feeinsurance.com		
<b>INSURED</b>  D.V. Douglass Roofing, Inc. P.O. Box 506 Garden City, KS 67846-0506	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : ACUITY INSURANCE COMPANY</b>		<b>14184</b>
	<b>INSURER B : MIDWEST BUILDERS' CASUALTY MUTUAL COMPANY</b>		<b>13126</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZP8440	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 Broadnd Pol <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZP8440	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ZP8440	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC10000041222023A	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Prowers County  
301 S Main Street  
Lamar, CO 81052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: September 26, 2023**

**Submitter: Meagan Hillman**

**Submitted to the County Administration Office on: 09/20/2023**

**Return Originals to: Meagan Hillman, PCPHE**

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

**Contract Due Date: upon approval**

**Item Title/Recommended Board Action:**

Consider approval of Contract Amendment #2, 24 QAAA 185647 to Original Contract No. 22 IHIA 17453 total amount \$300,000.00, contract to expire September 29, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.

**Justification or Background:** Funding for working with The Cornerstone Resource Center. This will be year 3 of this grant.

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

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

**Approved by the County Attorney on: submitted to BOCC Agenda group 9/20 9  
am**

**Additional Approvals (if required):**

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

**THANK YOU!**



**COLORADO**  
Department of Early Childhood

## CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 S. Ash Street Denver, CO 80246	<b>Original Contract Number</b> 22 IHIA 174583
<b>Contractor</b> Prowers County Public Health and Environment 1001 S. Main Street Lamar, CO 81052	<b>Amendment Contract Number</b> 24 QAAA 185647
<b>Current Contract Maximum Amount</b> Initial Term Federal Fiscal Year 2022                      \$100,000 Federal Fiscal Year 2023                      \$100,000  Extension Terms Federal Fiscal Year 2024                      \$100,000  Total for All State Fiscal Years                      \$300,000	<b>Contract Performance Beginning Date</b> June 2, 2022
	<b>Current Contract Expiration Date</b> September 29, 2024

Signature Page begins on next page →



## COLORADO

Department of Early Childhood

**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><b>CONTRACTOR</b> Prowers County Public Health and Environment</p> <p>By: Meagan L Hillman PA-C, MBA, Public Health Director</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ph.D., Executive Director</p> <p>By: Lisa Castiglia, Interim CFO/Director of Finance Operations</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Andrea Eurich / Toni Williamson / Laura Curnow</p> <p>Amendment Effective Date: _____</p>	

**-- Signature and Cover Pages End --**



**COLORADO**  
Department of Early Childhood

## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

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

### B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or September 30, 2023, whichever is later, and shall terminate on the termination of the Contract.

## 4. PURPOSE

The project shall create the conditions necessary for all families to thrive in five counties in Colorado where a significant portion of the population is impacted by disparities in the social determinants of health. Through the project, CDEC and project partners shall shift focus from a reactive child protection system to an intentional coordinated primary prevention system co-designed with communities and families, including those with lived child welfare expertise. This Amendment #2 extends the Contract Expiration Date, increases funds for FFY24 services, and amends Exhibits A, B, D and E.

## 5. MODIFICATIONS

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

### A. **Extend the Contract Expiration Date from September 29, 2023 to September 29, 2024.**

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 the Contract Amount for FFY24 by \$100,000 and Increase the Maximum Amount for All Federal Fiscal Years from \$200,000 to \$300,000.**

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.



**COLORADO**  
Department of Early Childhood

**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit D – Additional Provisions**

Exhibit D – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit D – Amendment #1 of the Original Contract.

**F. Exhibit E – Supplemental Provisions for Federal Awards**

Exhibit E – Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the original Contract.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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



**STATEMENT OF WORK (SOW)**  
**Colorado Family Support through Primary Prevention (FSPP)**

**Prowers County Department of Public Health & Environment**  
**1001 S Main St**  
**Lamar, CO 81052**

**September 30, 2023-September 29, 2024**



## INTRODUCTION/BACKGROUND

The Colorado Department of Human Services' Office of Early Childhood (OEC) was awarded a \$3.7 million Family Support through Primary Prevention (FSPP) Grant by the U.S. Department of Health and Human Services' Administration for Children and Families, Children's Bureau. The grant shall provide services across five counties, Adams, Boulder, Denver, Jefferson and Prowers, in Colorado and is designed to serve 14,725 families through local county human services, public health, health care systems, and family resource center partnership sites.

**Target Population:** Families and children in the target areas of Adams, Prowers, Jefferson, Boulder, and Denver Counties that need preventive community-based family support systems to improve wellbeing, equity, and reduce child maltreatment.

The project shall create the conditions necessary for all families to thrive in five counties in Colorado where a significant portion of the population is impacted by disparities in the social determinants of health. Through the project, CDEC and project partners shall shift focus from a reactive child protection system to an intentional coordinated primary prevention system co-designed with communities and families, including those with lived child welfare expertise.

## SCOPE OF WORK

Through a subcontract with The Cornerstone Resource Center (TCRC) this scope of work shall include a 5-month planning period to develop a collaborative Strengthening Families Plan to align efforts between Prowers County and The Cornerstone Resource Center, as well as other key stakeholders including families with lived experience. The plan shall include the creation of a No Wrong Door (NWD) approach to improving equitable access to the services and supports families need through a collaborative family resource center hub model. Implementation of the plan shall take place the last 3 months of Year 1 of this project. Years 2-5 of this project shall be focused on implementation of the plan as well as on-going continuous quality improvement adjustments as informed by evaluation.

## PERIOD OF PERFORMANCE

This Statement of Work is for September 30, 2023 – September 29, 2024.



## WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement:</b>		<b>Outcome:</b> As a result of applying a public health approach to child maltreatment prevention, family strengthening, and equitable well-being through collaboration of cross-sector services organizations and engagement of families there shall be an increase in access and utilization of local resources and services so that families shall be better supported by their community and more knowledgeable regarding child development and parenting, and as a result, there shall be a decreased incidence of child maltreatment and families shall report and increase in family protective factors.			
		<b>Benchmark:</b> Year 1 benchmark: A collaborative plan is developed, and implementation begins.			
		<b>Milestones:</b> Milestones are noted at the end of the Work Plan			
Key Activity A: Complete collaborative Strengthening Families Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Prowers County shall subcontract with The Cornerstone Resource Center to support the implementation of the Strengthening Families Plan	September 30, 2023 – ongoing	<ul style="list-style-type: none"><li>- Prowers County shall contract with The Cornerstone Resource Center (TCRC).</li><li>- TCRC shall convene cross-sector partners to support the development of the plan.</li><li>- TCRC shall ensure plan aligns with Collaborative Agreement outcomes and the strengthening families framework.</li></ul>	Contract is in place  Meeting minutes with cross-sector partners  Plan is completed	TCRC Executive Dir. Meagan Hillman Lanie Mireles	Contractors/Consultants
The Cornerstone Resource Center shall maintain a Community/Family Advisory Council to inform the plan	September 30, 2023 – ongoing	<ul style="list-style-type: none"><li>- Family Leadership Coordinator facilitates Family Advisory Council meetings</li><li>- TCRC shall conduct ongoing outreach to community members with support from cross-sector partners</li><li>- Family Advisory Council and convenes regularly</li><li>- TCRC shall support families to serve as liaisons/actively engage to cross-sector groups supporting planning processes</li></ul>	Outreach efforts tracked  Advisory Council meets at least 9 times during grant period  Monthly meetings are documented with # of families in attendance tracked  # of families engaged in planning tracked	TCRC Exec. Dir. TCRC Family Leadership Coord.	Contractors/Consultants



## Exhibit A – Amendment #2

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Electronic Referrals Implemented	September 30, 2023-	<ul style="list-style-type: none"> <li>Electronic referral platform is adopted and utilized by at least 3 community partners</li> <li>Ongoing platform support is provided for community partners</li> </ul>	<ul style="list-style-type: none"> <li># Incoming referrals received via electronic platform</li> <li># Outgoing referrals sent via electronic platform</li> </ul>	TCRC Exec. Dir.	Contractors/Consultants
<b>Key Activity B: Implement a No Wrong Door approach through a family resource center model</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach and advertise family resource center	September 30, 2023-ongoing	<ul style="list-style-type: none"> <li>Outreach and areas/demographics completed</li> </ul>	<ul style="list-style-type: none"> <li># of outreach mechanisms and # reached is tracked</li> </ul>	TCRC Staff	Contractors/Consultants
Offer Care/Resource Navigation to families	September 30, 2023 – ongoing	<ul style="list-style-type: none"> <li>Care/resource navigation is provided to a total of 60 families by the end of Q4 of Yr 3</li> <li>Types of referrals and follow through informs work</li> </ul>	<ul style="list-style-type: none"> <li># families and individuals/children served is tracked</li> <li># per type of referral is tracked</li> <li>% of follow through is tracked</li> <li>Pre-Post of social determinants of health and strengthening families tracked for families with complex needs.</li> </ul>	TCRC Staff	Contractors/Consultants
Provide emergency supplies for families while awaiting connection to longer term solutions or other community resources	September 30, 2023-ongoing	<ul style="list-style-type: none"> <li>Emergency supplies (food, diapers/wipes, hygiene, clothing) is provided for families while awaiting a connection to referral</li> </ul>	<ul style="list-style-type: none"> <li># families and individuals/children served is tracked</li> <li># per type of supply is tracked</li> </ul>	TCRC Staff	Contractors/Consultants
Offer parenting/family classes and groups that support protective factors	September 30, 2023 - ongoing	<ul style="list-style-type: none"> <li>Three parenting/family class/group series are provided Yr 3 for a total of 16 families</li> </ul>	<ul style="list-style-type: none"> <li># of families and individuals/children impacted is tracked</li> <li>Evaluation of services to improve outcomes is tracked including pre/post strengthening families</li> </ul>	TCRC Staff	Contractors/Consultants
Mobile Outreach & services provided to remote communities in service area	September 30, 2023-ongoing	<ul style="list-style-type: none"> <li>Bilingual Family Navigator assists Mobile Case Manager in providing care &amp; resources to rural/remote locations via mobile outreach</li> </ul>	<ul style="list-style-type: none"> <li># of families and individuals/children served is tracked</li> <li># of emergency supplies given out is tracked</li> </ul>	TCRC Staff	Contractors/Consultants



## Exhibit A – Amendment #2

Key Activity C: FSPP Demonstrate site shall participate in Continuous Quality Improvement activities and required CDEC activities					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
The Cornerstone Resource Center shall participate in CQI & other required CDEC activities	September 30, 2023 – ongoing	Participate in FSPP grant meetings and CPTF activities assigned	Attendance and active participation as requested by FSPP project staff.	TCRC Exec. Dir.	Contractors/Consultants
Invoices	Ongoing. September 30, 2023 – September 29, 2024	The Cornerstone Resource Center shall submit invoices to Prowers County Department of Public Health & Environment on a monthly basis,  Prowers County Department of Public Health & Environment shall submit invoices to CDEC on a monthly basis	Contractor shall submit all invoices by the 20th day of each month.	TCRC Exec. Dir. PCPHE Accountant	Contractors/Consultants
Participate in all federal grant requirements as requested by the Administration of Children and Families (ACF)	Ongoing for the entire grant period. September 30, 2023 to September 29, 2024	Participate in ACF meetings and activities assigned	Attendance and active participation as requested by FSPP project staff.	TCRC Exec. Dir. Meagan Hillman Lanie Mireles	Contractors/Consultants
Participate in all grant activities as requested by the CDEC program manager, CPTF staff, and contracted project management vendor that shall serve as the backbone support for the CPTF.	Ongoing for the entire grant period. December 1, 2023 to September 29, 2024	Participate in FSPP grant meetings and CPTF activities assigned	Attendance and active participation as requested by FSPP project staff.	TCRC Exec. Dir. Meagan Hillman Lanie Mireles	Contractors/Consultants
Key Activity D: Participate in reducing stigma through community norming project					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participate in community norming efforts	September 30, 2023 – September 29, 2024	- Support media campaign as requested	Support is tracked	TCRC Exec. Dir.	Contractors/Consultants



## **SCHEDULE/MILESTONES**

Through a subcontract with The Cornerstone Resource Center (TCRC):

- The Cornerstone Resource Center shall convene at least 9 Family Advisory Council meetings by September 29, 2024.
- The Cornerstone Resource Center shall serve a total of 60 families (about 120 children) through Care/Resource Navigation and/or parenting family classes by September 29, 2024.
- Electronic referral platform shall be implemented and utilized by TCRC and 5 community partners.

## **ACCEPTANCE CRITERIA**

Prowers County Department of Public Health & Environment and The Cornerstone Resource Center are responsible for ensuring all deliverables are on-track and met and shall submit an annual report to the CDEC Program Manager, including a written summary of program accomplishments and barriers to program implementation in a format provided by the CDEC Program Manager. The Cornerstone Resource Center is responsible for regular monitoring of the FSSP grant deliverables and shall provide at least quarterly updates to the Prowers County Department of Public Health & Environment.

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



**COLORADO**  
Department of Early Childhood

**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Prowers County Department of Public Health & Environment
<b>Budget Period</b>	September 30, 2023 - September 29, 2024
<b>Project Name</b>	CO Family Support through Primary Prevention (FSPP) Demonstration Site

<b>Program Contact Name, Title</b>	Meagan Hillman
<b>Phone</b>	719-336-8721
<b>Email</b>	<a href="mailto:mhillman@prowerscounty.net">mhillman@prowerscounty.net</a>
<b>Fiscal Contact Name, Title</b>	Reyna Perez
<b>Phone</b>	719-336-8721
<b>Email</b>	<a href="mailto:pcpheaccountant@prowerscounty.net">pcpheaccountant@prowerscounty.net</a>

Expenditure Categories						
<b>Personnel Services - Salaried Employees</b>						<b>FFY 2024</b>
<b>Position Title</b>	<b>Description of Work and Fringe Benefits Include:</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Number of Months on Project</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested from CDEC</b>
	No costs in this category shall be reimbursed by CDEC					\$0
<b>Total Personnel Services (including fringe benefits)</b>						\$0
<b>Contractors/Consultants (payments to third parties or entities)</b>						<b>FFY 2024</b>
<b>Name</b>	<b>Description of Item</b>					<b>Total Amount Requested from CDEC</b>
The Cornerstone Resource Center	Providing program implementation & support of FSPP as per SOW					\$96,170
<b>Total Contractors/Consultants</b>						\$96,170
<b>Travel</b>						<b>FFY 2024</b>
<b>Item</b>	<b>Description of Item</b>					<b>Total Amount Requested from CDEC</b>
	No costs in this category shall be reimbursed by CDEC					\$0
<b>Total Travel</b>						\$0
<b>Supplies &amp; Operating Expenses</b>						<b>FFY 2024</b>
<b>Item</b>	<b>Description of Item</b>					<b>Total Amount Requested from CDEC</b>
	No costs in this category shall be reimbursed by CDEC					\$0
<b>Subtotal</b>						\$0
<b>Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)</b>						
	No costs in this category shall be reimbursed by CDEC					\$0
<b>Subtotal Items removed from MTDC</b>						\$0
<b>Total Supplies &amp; Operating Expenses</b>						\$0
<b>Training and Technical Assistance</b>						<b>FFY 2024</b>
<b>Item</b>	<b>Description of Item</b>					<b>Total Amount Requested from CDEC</b>
	No costs in this category shall be reimbursed by CDEC					\$0
<b>Total Training and Technical Assistance</b>						\$0
<b>TOTAL DIRECT COSTS</b>						\$96,170
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						\$25,000
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.						
<b>Indirect Costs</b>						<b>FFY 2024</b>
<b>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]</b>						
<b>Item</b>	<b>Description of Item</b>					<b>Total Amount Requested from CDEC</b>
State Indirect cost rate	Prowers County indirect rate 15.32%					\$3,830
<b>Total Indirect</b>						\$3,830
<b>TOTAL</b>						\$100,000

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



## ADDITIONAL PROVISIONS

### 1. SERVICE PROVISIONS

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

### 2. GOALS AND OBJECTIVES

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

### 3. COPY OF SUBCONTRACT

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

### 4. PAYMENT

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

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

**Exhibit D – Amendment #1**

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

**5. PARTICIPATION**

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

**6. SUPPLANTING**

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

**7. BUDGET CHANGES**

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

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

**8. TRAVEL**

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

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

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.

**Exhibit D – Amendment #1**

- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

**9. SUBRECIPIENT**

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

**10. CRITICAL INCIDENT REPORTING**

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

**11. MANDATED REPORTING**

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

**12. GIFT CARDS**

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

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.



**COLORADO**  
Department of Early Childhood

**Exhibit D – Amendment #1**

- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.


**EXHIBIT E – Amendment #2- Supplemental Provisions for Federal Awards**

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

**1) Federal Award Identification**

- i. Subrecipient: **Prowers County Public Health and Environment;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6**
- iii. The Federal Award Identification Number (FAIN) is **90CT7014;**
- iv. The Federal award date is June **6, 2022**
- v. The subaward period of performance start date is **September 30, 2021** and end date is **September 29, 2026;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
<b>FFY 2024</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>

- vii. Federal award project description: **Family Support through Primary Prevention (FSPP)**
  - viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn, Director, Division of Community and Family Support; [Kendra.Dunn@state.co.us](mailto:Kendra.Dunn@state.co.us); 303-866-5769**
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.648**, Child Welfare Services Training Grants, and dollar amount is **\$750,000.00;**
  - x. This award is **not** for research & development;
  - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **General Provisions, Exhibit A- Statement of Work and Exhibit D – Additional Provisions.**
  - 3) Any additional requirements that CDEC imposes on Subrecipient for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **General Provisions, Exhibit A – Statement of Work and Exhibit D – Additional Provisions.**
  - 4) Subrecipient’s approved indirect cost rate is **CDEC negotiated rate 15.32%.**
  - 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300



Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **General Provisions, Exhibit A – Statement of Work and Exhibit D – Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

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

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

## 1. DEFINITIONS.

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



**COLORADO**  
Department of Early Childhood

Exhibit E – Amendment #2

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

**COLORADO**

Department of Early Childhood

Exhibit E – Amendment #2

Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:



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

## **2. COMPLIANCE.**

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

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

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

## **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:



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

## 5. REPORTING.

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

## 6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

## 7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;
    - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 7.1.1.3. Subrecipient parent's organization DUNS Number;



- 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
  - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. PROCUREMENT STANDARDS.**

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

## **9. ACCESS TO RECORDS.**

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

## **10. SINGLE AUDIT REQUIREMENTS.**

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



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

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
  - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
  - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
  - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).



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

## **12. CERTIFICATIONS.**

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

## **13. EXEMPTIONS.**

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

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

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



**COLORADO**  
Department of Early Childhood

Exhibit E – Amendment #2

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

EXHIBIT END

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

**Number of originals to return to Submitter:** 0

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider ratifying 9/7/2023 email poll approval of Joint Business Incentive Application between Prowers County, Prowers Economic Prosperity, and the City of Lamar.

**Justification or Background:** The joint application can be found at:  
<https://form.jotform.com/232205625783052>

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

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

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of VertiQ Hosted Software (SaaS) Subscription Agreement between VertiQ Software LLC and Prowers County effective 9/13/2023 and renewing annually until 9/13/2028, totaling \$5960 for the first year and \$1200 for each remaining year, and authorizing Prowers County Coroner Thomas Dunagan to execute the document.

**Justification or Background:**

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

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

**Approved by the County Attorney on:** 8/4/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

## **VertiQ Hosted Software (SaaS) Subscription Agreement**

This Hosted Software (SaaS) Subscription Agreement, is made and entered into this 13th day of September, 2023 ("Effective Date", by and between VertiQ Software, LLC (hereinafter, "Vendor") with its principal address at PO Box 787, Morgan Hill, CA 95038 and the Prowers County Coroner. (hereinafter, "Customer") with its principal address 1001 South Main Street Lamar, CO 81052

### ***Background***

Vendor is in the business of providing case management software for coroners and medical examiners. The parties desire that Vendor make such software available to Customer under the terms and conditions of this Agreement, and Customer's access to and use of the software shall conform to these terms and conditions.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Definitions**

As used in this Agreement and in Exhibit A hereto (and any mutually agreed upon modifications thereto), the following terms shall have the following meaning:

**"CME Hosted"** means the case management software for coroners and medical examiners offered via Software as a Service (SaaS), the "Service" provided under the terms of this Agreement, designed as an alternative to a CME application residing locally on a customer's server.

**"Content"** means the audio and visual information, documents, software, products, and services contained or made available to Customer in the course of using the Service.

**"Customer Data"** means any data, information, or material provided or submitted by Customer to the Service in the course of using the Service.

**"Initial Term"** means the initial period during which Customer is obligated to pay for the Service as defined in Exhibit B attached to this Agreement.

**"Intellectual Property Rights"** means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**"License Administrator(s)"** means those Users designated by Customer who are authorized to purchase licenses and to create User accounts and otherwise administer Customer's use of the Service.

**"License Term(s)"** means the period(s) during which a specified number of Users are licensed to use the Service pursuant to this Agreement.

**"Vendor Technology"** means all of Vendor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vendor in providing the Service.

**"Service(s)"** means access under the terms of this Agreement to Vendor's case

management software, which is developed, operated, and maintained by Vendor, accessible via <http://www.vertiq.com> or another designated website or IP address, or ancillary online or offline products and services provided to Customer by Vendor, to which Customer is being granted access under this Agreement, including the Vendor Technology and the Content.

"**User(s)**" means Customer employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer's request) each of which must be individual and not shared.

## **2. License Grant and Restrictions**

Vendor hereby grants Customer a *nonexclusive, nontransferable, worldwide right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement*, and all rights that are not expressly granted to Customer are hereby reserved by Vendor as outlined in Exhibit A VERTIQ SOFTWARE L.L.C, END-USER LICENSE AGREEMENT.

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Customer may use the Service only for Customer's internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws causing any IP address associated with the service provider to be Black Listed; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

## **3. Customer Responsibilities**

Customer is responsible for all activity occurring under Customer's User accounts, including activity initiated by third parties, whether such parties are known or unknown to Customer, with the *sole exception* of activities which are specifically initiated by Vendor or caused by the gross negligence of Vendor and can be verifiably shown as such, and shall abide by all applicable local, state, and federal laws and regulations in connection with Customer's use of the Service, including those related to data privacy, and the transmission of technical or personal data, except to the extent such activity is outside of Customer's reasonable control. Customer shall: (i) notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report

to Vendor immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Customer Users; and (iii) not impersonate another Vendor user or provide false identity information to gain access to or use the Service.

#### **4. Account Information and Data**

Vendor does not own any Customer Data. Customer, not Vendor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Vendor shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data, except to the extent that any such deletion, correction, destruction, damage, loss, or failure to store such Customer Data is the result of Vendor's gross negligence in performing services pertaining to Customer Data pursuant to this Agreement. In the event this Agreement is terminated, Vendor will make available to Customer a quality, industry standard, and useable file of the Customer Data within 10 days of termination if Customer so requests at the time of termination for cause. Upon termination for cause, Customer's right to the Services shall cease, but Vendor will make available to Customer a file of the Customer Data within 10 days of termination.

#### **5. Intellectual Property Ownership**

Vendor (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Vendor Technology, the Content, other than Customer's data, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Vendor Technology, or the Intellectual Property Rights owned by Vendor. Vendor's name, Vendor's logo, and the product names associated with the Service are trademarks of Vendor or third parties, and no right or license is granted to use them as outlined in Exhibit A VERTIQ SOFTWARE L.L.C, END-USER LICENSE AGREEMENT.

#### **6. Charges and Payment of Fees**

Customer shall pay all fees or charges to Customer's account in accordance with the terms and conditions set forth herein. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect, pursuant to Exhibit B, which is hereby incorporated by reference. Payments must be made annually in advance unless otherwise mutually agreed upon in Exhibit B. Customer is responsible for paying for all User licenses ordered for the year, whether or not such User licenses are actively used. An authorized License Administrator may add licenses by initiating an amendment to Exhibit B, hereto. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged on a pro-rated basis for that billing month.

#### **7. Data Storage Fees:**

Managing the amount of storage needed is always difficult process. Choosing an amount that may not be enough might require approvals to increase, which, if it were to happen mid-term of the contract would delay storage increases. Vendor has to implement an escrow account approach to manage storage. At the beginning of the term, customers

will estimate the number of GB's they will need to accommodate their legacy storage and the number they will need to accommodate their first-year growth. Vendor will bill this number at \$.18 per GB, per month at the beginning of the first year and setup an escrow account. At the end of year 1 Vendor will deduct from the escrow account the amount of funds used in year one. For year 2 Vendor will consult with the customer to determine the estimated amount of storage they will need in year 2 and will add that to the amount used in year1. VertiQ will compare this amount to the escrow account, if the account has a balance to cover year 2 estimated needs, then there will be no additional billing for storage for year 2. If the balance is not sufficient, Vendor will bill for the estimate needed less the amount of funds remaining in escrow, if any. Vendor will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90 percent of the maximum; however, any failure by Vendor to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Said notice shall be in addition to a monthly usage report to Customer, which shall provide Customer with its current storage usage and the remaining storage space remaining. Vendor reserves the right to establish or modify its general practices and limits relating to the storage of Customer Data. Vendor shall notify Customer of any changes, limitations, or additions to its general practices and limits relating to the storage of Customer's Data 30 days prior to the effective date of said changes.

#### **8. *Billing and Renewal***

Payment for each year of the initial term is as set forth in Exhibit B. Vendor will automatically issue an invoice to Customer each year on the subsequent anniversary or as otherwise mutually agreed upon. Renewal fees will be equal to the then current number of total User licenses times the current license fees at the time of renewal. Annual Storage Fees will be pro-rated to line up with Annual Hosted renewal and added to that bill. Other services will be charged on an as-quoted basis. The parties understand and agree that the transaction resulting from this Agreement shall not be subject to sales taxes in California, as further provided in Section 6010.9, 6011, and 6012 of the California Revenue and Taxation Code. If Customer believes its bill is incorrect, Customer must contact Vendor in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

#### **9. *Nonpayment and Suspension***

In addition to any other rights granted to Vendor herein, Vendor reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent by more than 60 days. Customer will continue to be charged for User fees during any period of suspension. If Customer or Vendor initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Section 8 above. Customer agrees that Vendor may bill Customer for such unpaid fees.

Vendor reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service. Customer agrees and acknowledges that in the event of suspension or termination, Vendor will sequester Customers Database and any applicable storage files, in a secure location and provide Customer with a link to obtain their database file and any storage files upon Customer's request; or before 10 days of account delinquency, provided Customer's delinquency has been cured. If after 10 days Customer has not cured their delinquency, Vendor has no obligation to retain Customer Data after this time period, and Customer hereby specifically

acknowledges that such Customer Data may be irretrievably deleted by Vendor if Customer's account is 120 days or more past due.

**10. Termination upon Expiration/Reduction in Number of Licenses**

This Agreement commences on the Effective Date. The Initial Term is described in Exhibit B. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms at Vendor's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) days prior to the expiration of the term. Customer shall be entitled to a pro-rata refund of all payments tendered for any period in excess of the remaining year in which termination notice was served. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated, Vendor agrees to provide Customer with a link to obtain Customer Database file and any applicable storage files upon Customer's request; or within 10 days of such termination. If the storage files are not retrieved within this 10-day period, the customer will be charged the then-current storage fees. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data or storage files, and may delete such Customer stored information, if not retrieved within 120 days after termination.

**11. Termination for Cause**

Any breach of Customer's payment obligations or unauthorized use of the Vendor Technology or Service will be deemed a material breach of this Agreement. Vendor, in its sole discretion, may terminate Customer's password, account, or use of the Service if Customer breaches or otherwise fails to comply with this Agreement, provided that Customer fails to cure or otherwise resolve a verified breach within 60 days of receipt of Vendor's notice. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer has not cured within 120 days of notice of such breach; however, in this instance, Vendor agrees to provide Customer with a link to obtain their Database file and any applicable storage files upon Customer's request; or within 10 days of such termination, provided Customer payments are up to date. If the storage files are not retrieved within this 10-day period, the customer will be charged the then-current storage fees. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data or storage files, and may delete such Customer stored information, if not retrieved within 120 days after termination.

**12. Representations and Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Vendor represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Vendor help documentation under normal use and circumstances. Customer represents and warrants that Customer has not falsely identified Customer nor provided any false information to gain access to the Service.

**13. Indemnification**

Vendor shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including

attorneys' fees and costs) arising out of or in connection with its gross negligence in its performance under this Agreement, or arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Vendor of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Vendor; provided that Customer (a) promptly gives written notice of the claim to Vendor; (b) gives Vendor sole control of the defense and settlement of the claim (provided that Vendor may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provides to Vendor all available information and assistance; and (d) has not compromised or settled such claim.

**14. *Disclaimer of Warranties***

VENDOR AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. VENDOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (C) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VENDOR AND ITS LICENSORS.

**15. *Internet and Host Service Delays or Downtime***

VENDOR'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, DOWNTIME, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, AND THIRD PARTY SERVER HOSTS WHICH WILL BE LOCATED IN THE USA. VENDOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**16. *Limitation of Liability*** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS

HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**17. Additional Rights**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Customer.

**18. Local Laws and Export Control**

Notwithstanding anything to the contrary in this Agreement, Vendor agrees not to store Customer's data in any manner whatsoever outside of the continental United States of America. Vendor provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the software and Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries on which the United States, Switzerland, and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By entering into this Agreement, the parties represent and warrant that they are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

The software and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

Vendor and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to U.S., Swiss, or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical, or biological weapons, or missile projects, unless specifically authorized by the U.S. government or appropriate European body for such purposes.

**19. Notice**

The parties may give notice by means of an email to the other party's address on record in Vendor's account information or this Agreement, or by written communication sent by first class mail or pre-paid post to the receiving party's address on record in Vendor's account information or this Agreement. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Vendor (such notice shall be deemed given when received by Vendor) at any time by any of the following: letter sent by confirmed facsimile to Vendor at the following fax number: **(408) 782-0850**; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vendor or Customer at the following address. Vendor will notify Customer of receipt of such notification:

(Vendor)	(Customer)
VertiQ Software LLC	Prowers County
P. O. Box 787	1001 South Main Street
Morgan Hill, CA 95037	Lamar, CO 81052

**20. Modification to Terms**

Parties have the right to amend as long as both parties consent in writing.

**21. Assignment; Change in Control**

This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned without Customer's consent by Vendor to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Vendor shall provide written notice as provided in Section 19, above, of any proposed or actual assignments or changes in control. Said notice shall include information on the effects, if any, made to Customer's service by the assignment. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Vendor directly or indirectly owning or controlling 50 percent or more of Customer shall entitle Vendor to terminate this Agreement for cause immediately upon written notice.

**22. General**

This Agreement shall be governed by Colorado law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state courts located in Prowers County, Colorado.

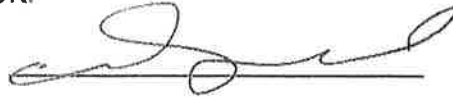
No text or information set forth on any other purchase order, preprinted form, or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this agreement or use of the Service. The failure of any party hereto to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other party in writing. This Agreement, together with the specific terms set forth in Exhibits A and B, comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

**23. Third Party Beneficiary Rights.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party hereto. **BY SIGNING IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, ITS EXHIBITS AND ITS EXHIBITS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT IS EXECUTED BY YOU AS THE CUSTOMER, AND APPROVED AND EXECUTED BY VERTIQ.**

**IN WITNESS WHEREOF**, the parties have executed this Hosted Software (SaaS) Subscription Agreement on the day and in the year as set forth above.

**VENDOR:**

**BY:**



By: Anthony Kessel

Title: CEO

Date: 9/12/2023

**CUSTOMER:**

**By:**

\_\_\_\_\_

By: Thomas Dunagan

Title: Coroner

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

**EXHIBIT A**

Between

Address: VertiQ Software LLC  
PO Box 787  
Morgan Hill, CA 95038

Telephone: (408) 778-0608

Principal Contact: Anthony Kessel, CEO

And

Customer Name: Prowers County  
Address: 1001 South Main Street  
Lamar, CO 81052  
Telephone: (719) 336-6810

Principal Contact: Thomas Dunagan

**VERTIQ'S PRODUCTS ARE COPYRIGHTED AND LICENSED (NOT SOLD). VERTIQ DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PRODUCT TO YOU. YOUR LICENSE OF THE LICENSED PRODUCT WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF VERTIQ HAS RECEIVED, APPROVED, AND EXECUTED THIS AGREEMENT.**

This Agreement is an exhibit to and supplementary to the Agreement between the parties hereto and consists of the accompanying Terms and Conditions; and which are hereby incorporated by reference.

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. **"You or your"**: Means the single end-user customer organization signing this Agreement.
- 1.2. **"Product"**: Is the computer software application for medical examiners, coroners and toxicology laboratories that can be customized by VertiQ for your purposes and known as 'CME-V3' in object code only, and its accompanying documentation.
- 1.3. **"Material Error"**: Means any material reported and verifiable failure of the Product to perform substantially in accordance with its system specifications. **"Material"** shall mean an error that prevents use of the Product, or which seriously impacts use of the Product.
- 1.4. **"Error Correction"**: Means either a modification or addition that, when made or added to the Product, brings the Product into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity.
- 1.5. **"Maintenance Services"**: Means the maintenance and support services provided by VertiQ pursuant to, and more fully described herein.
- 1.6. **"Upgrades"**: Shall mean any Error Corrections, Enhancements, software modifications or additions, which are provided at VertiQ's sole discretion.

### 2. SCOPE OF RIGHTS

- 2.1. **Grant of License**: You are granted a non-exclusive right to use the Product (including any Error Corrections, standard enhancements or Upgrades for your use only upon payment of the Fees, specified in Exhibit B, in machine-readable form. This license specifically prohibits redistribution, transfer or resale of the Product.
- 2.2. **Limitations on Use**: You may not use, copy, modify, or distribute the Product (electronically or otherwise), or make any copy, adaptation, transcription, or merge any portion thereof, except as expressly authorized by VertiQ in writing. You may not reverse assemble, reverse compile, or otherwise translate the Product. Your license may not be transferred, leased, assigned, or sub-licensed without VertiQ's prior written consent, which will not be unreasonably withheld. If you copy or modify the Product in any way not expressly authorized by VertiQ, your license is automatically terminated.

### 3. YOUR RESPONSIBILITIES

- 3.1. **Your Responsibilities**: You are responsible for the following actions:
- 3.1.1. Determining whether the Product will achieve the results you desire;
- 3.1.2. Procuring, installing, and operating computers, operating systems, and networking software to run the Product, and providing the hardware and software configuration requirements identified by VertiQ in Exhibit B;
- 3.1.3. Providing a proper environment and proper utilities for the computers on which the Product operates;
- 3.1.4. Selecting and training your personnel to familiarize them with the operation of the Product;
- 3.1.5 Promptly notifying VertiQ in the event your use of the Product exceeds that set forth in Exhibit B, and paying for any additional fees that result from such excess use.

### 4. ACCEPTANCE

- 4.1. **Acceptance of Work**: Within thirty (30) business days ("Acceptance Period") of delivery by VertiQ of the Product you will examine and test the Product to determine whether it conforms to its documentation. You will provide VertiQ with a written notice of acceptance of the Product ("Acceptance") within the Acceptance Period or a statement

of Material Errors (the "Statement of Errors"). In the event you do not provide VertiQ with a Statement of Errors within the Acceptance Period the Product shall be deemed to be accepted. Within sixty (60) days of receipt of your Statement of Errors, VertiQ, will correct such Material Errors set forth in the Statement of Errors and redeliver the Product to you. The procedure set forth in this Section will be repeated for one more cycle. In the event you do not accept the Product after VertiQ has resubmitted the corrected Material Errors to you for the second time you, at your sole option, may either terminate this Agreement and receive a full refund within 30 days of invoiced and paid services, or extend additional time to VertiQ to correct the reported Material Errors.

## **5. SERVICES**

**5.1. Training:** VertiQ shall provide you with training services as part of the services set forth in Exhibit B.

**5.2. Support:** VertiQ shall provide you access to telephone and electronic mail during normal business hours (8.00 AM to 5.00 PM Pacific Standard Time Monday - Friday excluding holidays) that allows you to report problems in the functionality of the Product. Calls or emails by your designated representative will be directed to 800-222-7947 or [V3TechSupport@vertiq.com](mailto:V3TechSupport@vertiq.com). This includes all external user access for expected death agencies and any other outside agency, County or otherwise, that the Customer has allowed access to the application.

In the event that your system becomes inoperable outside of normal business hours, please email us at the following address: [VertiQsitedown@vertiq.com](mailto:VertiQsitedown@vertiq.com). An email along with a text message will be generated and distributed to our entire support team to ensure you receive a prompt response.

**5.3. Customization:** VertiQ offers customization of the Product for specific customer requirements. VertiQ provides such customization services at the rates set forth in Exhibit B.

## **6. DATA**

Should it be required, you acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. VertiQ shall not be liable for any such errors, omissions, delays, or losses, unless caused by its negligence or willful act or omission. VertiQ may not be able to perform its responsibilities under this Agreement unless you adopt reasonable measures to limit the impact of such problems and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Both parties hereto are responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

## **7. FEES**

**7.1. Services Fees:** VertiQ will provide you with the services described in Exhibit B, at the Services Fees set forth there under.

**7.2. Expenses:** Services Fees do not include travel and living expenses ("Expenses") incurred by VertiQ when providing you with such services. an estimate of the Expenses to be incurred shall be provided to Customer prior to Vendor's incurring said Expenses. Customer shall have the right to object to the proposed or actual Expenses if deemed excessive and shall likewise have the right to propose an alternative amount as fair and full compensation to Vendor prior to any expense being incurred. You agree to pay promptly the Expenses when and as the services are rendered and/or the Expenses are incurred, upon receipt of an invoice from VertiQ. VertiQ agrees to use the same diligence in controlling Expenses as it uses in its own business. VertiQ reserves the right to require prepayment or advance deposit for Services Fees or Expenses, at its discretion.

**7.3. Payment Terms:** You agree to the payment terms as set forth in Exhibit B. All invoices from VertiQ shall be due and payable within thirty (30) days of the date of each invoice, subject to Paragraph 8 of the Agreement.

**7.4.**

## **8. CONFIDENTIAL INFORMATION**

**8.1 "Confidential Information":** Of a party (the "**Disclosing Party**") means any and all technical and non-technical information (including, but not limited to, patent, copyright, trade secret, and proprietary information) related to the current, future and proposed business, products and services of the Disclosing Party, Disclosing Party's suppliers and customers, and information concerning development, design details and specifications, customer lists, business forecasts, sales, and marketing plans and any other similar information or data which is disclosed to the other party ("**Receiving Party**"). "Confidential Information" also includes proprietary or confidential information of any third party that may disclose such information to the Disclosing Party or the Receiving Party in the course of the Disclosing Party's business. Confidential Information does not include information, technical data or know-how which is required by law to be disclosed or is subject to Customer's public records laws, or which: (i) is in the Receiving Party's possession at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure or other credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information. During the Term of this Agreement and thereafter, the Receiving Party will (a) use the Confidential Information of the Disclosing Party solely for the purposes set forth in this Agreement, (b) take suitable precautions and measures to maintain the confidentiality of the Confidential Information of the Disclosing Party, and (c) not disclose or otherwise furnish the Confidential Information of the Disclosing Party to any third party other than employees or contractors of the Receiving Party who have a need to know such Confidential Information to perform its obligations under this Agreement, provided such employees or contractors are obligated under confidentiality obligations substantially similar to those set forth herein.

**8.2 Injunctive Relief:** Each party acknowledges that, in the event of breach of the foregoing provision, the Disclosing Party will not have an adequate remedy in money or damages. The Disclosing Party shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without the necessity of posting a bond. The Disclosing Party's right to obtain injunctive relief shall not limit its right to seek further remedies.

**8.3 Survival:** Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties (Fees), (Ownership), (Confidential Information), and (Indemnification) shall survive such termination and remain in full force and effect.

## **9. GENERAL**

**9.1 Assignment:** This Agreement shall not be assignable by you without the prior written consent of VertiQ.

**9.2 Waiver of Construction Against the Drafter:** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

**9.3 Severability:** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

**9.4 Force Majeure:** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty five (45) days, the non defaulting party may terminate this Agreement.

EXHIBIT B



VertiQ Software LLC  
P. O. Box 787 (Mailing Address)  
Morgan Hill, CA 95038  
Phone: 408-778-0608  
Fax: 408-782-0850

CME Quotation for Prowers County Coroner  
Hosted Case Management Database

06/9/2023

**This Quote Is For The CME-V3 Base Application And Does Not Include Services For Customization/Configuration or related services**

**Product: CME-V3 Hosted**

CME Hosted is an "off the shelf" case management program offered via Software as a Service (SAAS) and was designed to be an alternative to a customized CME application residing on servers at the Customer's location. **As a CME Hosted customer, you are not purchasing a perpetual license to the Program.** You are granted a non-exclusive, annually renewable right to use the Program. CME Hosted customer's annual usage fee includes any VertiQ Updates to the application, initial usage training and ongoing support and complete set up specifically for their agency.

**DURATION OF TERM**

*Customer agrees to an initial Term of 5 years (60 months), subject to annual appropriation, during which no rate or fee increases shall occur, except to the extent Customer may add new users or projected data storage limits are exceeded. The charge for the new user will be equal to the then current user fee in effect at the time of renewal times the number of new users. There after automatically renewing for successive one-year terms at Vendor's then current fees, unless terminated by either Customer or VertiQ pursuant to Section 10 of the Agreement.*

**# of Concurrent Users**

1 User

**Annual Fee**

\$1,200.00

***\* You will be charged for 1 user, \$100 monthly, upon installation of the application on the Azure hosted server until moved into production.***

***User(s)***" means Customer employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer's request) each of which must be individual and not shared.

**DATA STORAGE LIMITS:**

The CME Hosted Fee provides for unlimited storage of the database.

**Annual Fees**

Legacy Documents/Images Storage 0 GB/Mo \$0.00

1<sup>st</sup> Annual growth increase \_\_ @\$0.18/GB/Mo \$TBD

**Total Annual Payment 1<sup>st</sup> Year \$TBD**

Managing the amount of storage needed is always a difficult process. Choosing an amount that may not be enough could require approvals, which, could have its own difficulties if it were to happen mid-term of the contract. VertiQ has decided to implement an escrow account approach to manage storage. At the beginning of the term, customers will estimate the number of GB's they will need to accommodate their legacy storage and the number they will need to accommodate their first year. VertiQ will bill this number at \$.18 per GB, per month at the beginning of the first year and set up an escrow account. At the end of year 1 VertiQ will deduct from the escrow account the amount of funds used in year one. For year 2 VertiQ will consult with the customer to determine the estimated amount of storage they will need in year 2 and will add that to the amount used in year 1. VertiQ will compare this amount to the escrow account, if the account has a balance to cover year 2 estimated needs, then there will be no additional billing for storage for year 2. If the balance is not sufficient, VertiQ will bill for the estimate needed less the amount of funds remaining in escrow, if any. The minimum space billed is 1 GB.

#### **INCLUDED SERVICES\*\***

- Logos and Personnel report alterations specific to your agency
- System Administrator training via remotely for up to 8 hours will allow you to:
  - Set up users and roles
  - Create menus for all roles
  - Create Customized dropdown lists for all drop downs
  - Overview of the application

#### **ADDITIONAL SERVICES**

There may be a need to provide additional services for you. These services will be quoted separately at our current per diem rate of \$1400/day or \$175/hour. Payment for services is due upon completion of the specific service item and receipt of invoice.

**Conversion:** Due to the unknown structure of the source database, we have limited the conversion to specific fields necessary for statistical information. VertiQ will map the key data elements from the old system to the new based upon your field selection. ***Should any of the selected fields not exist in the COTS CME-V3 version, those fields will need to be configured in both forms and reports and would constitute an additional cost.*** VertiQ will perform a trial conversion of the existing data up to 60 key fields for statistical purposes including; SSIS kit setup, mapping fields, internal run and testing, adjustment and final conversion.

Following mapping, your staff will be required to perform a preliminary and post conversion analysis. VertiQ will allow you 15 days to review the converted data once it has been installed on your server. If you are non-responsive, it will be assumed you have approved the data conversion and you will be invoiced for the services performed. VertiQ will then perform a final conversion of your data.

Prior to the final conversion you will be required to sign off on the converted data and system changes.

**Customization:** Upon further review of the CME-V3 system, you may want to implement some modifications. Such modifications upon review will be completed by VertiQ at our per diem rate. Customization will require establishment of an SOW (Statement of Work) to be approved by both parties. Upon establishment of an SOW, development will be scheduled and then installed on your server. VertiQ will allow you 15 days to review the modifications for sign off once it has been installed on your server. If you are non-responsive, it will be assumed to be approved and you will be invoiced for services performed. **HAS NOT BEEN QUOTED**

**Report development:** We support the use of Microsoft SQL Reporting Services (SRS) for report development. SRS is a free report writing tool with extensive functionality.

CME-V3 includes a set of "canned" reports and the ability to glean reports from various form grids. Any

additional reports deemed necessary by you to be designed by VertiQ or integrated with another report service will be chargeable at our per diem rate. If there is a field that does not exist in CME-V3, that field will require modification and will constitute additional costs. **HAS NOT BEEN QUOTED**

**End User Training:** We recommend train the trainer approach to end user training. This could include a person(s). Should end user training be required by VertiQ, either remotely or in person, this will constitute a chargeable expense to you.

*Please note that VertiQ will only bill for services after they have been provided.*

<b>Estimated Project Services</b>	<b>Days</b>	<b>Costs</b>
Installation of a test application which will become the production application	Included	\$0.00
<b>REPORTS</b>		
V3 Canned Reports - VertiQ will configure your logo, header and personnel to our existing reports	Included	\$0.00
Report Dev - List customized / re-build report requirements		\$0.00
Project Management	1	\$1,400.00
<b>TRAINING</b>		
Client Services - Walk-throughs, training and go-live support.	3	\$4,200
<b>Sub-Total:</b>	<b>4</b>	<b>\$5,600.00</b>
<b>15% New Client Discount</b>		<b>-\$840.00</b>
<b>Total</b>	<b>4</b>	<b>\$4,760.00</b>

*VertiQ reserves the right to utilize funds from one service item to another if those funds are available; otherwise a change order will be required.*

#### **Payment Terms**

1. You will be charged for 1 user, \$100 monthly, upon installation of the application on the Azure hosted server until moved into production.
2. Your first full Annual Hosted Fee shall be invoiced upon go live.
3. Storage Fees will be charged to you upon installation of data on hosted server.
4. Payment for services is due upon completion of the specific service item and receipt of invoice.

All invoices from VertiQ shall be due and payable within thirty (30) days of the date of each invoice.





*This quotation is valid for 90 days.*

## Costs Synopsis

Number of Concurrent Users	Annual Hosted Fee:
1 User	<b>\$1,200</b> (5-year minimum)
First Year Storage Fees for ___GB of Images and Documents	<b>TBD</b>
Service Fees	One-Time Fee:
Estimated Service costs associated with the CME-V3 hosted Moon application taken as is.	<b>\$4,760</b>
<b>Total First Year Costs</b>	<b>\$5,960</b>

### **CME Version 3 Hardware/Software Requirements (\*Moon version see below)**

- Server requirements
  - None – Fully Hosted
- Workstations:
  - The client workstation or device should have installed the appropriate software to display, edit and/or print these files (PDF, Word, images, audio, video, etc.) that may be stored or generated on the server.
  - Current Browser Support  
**Browser (\*)**

 Edge	102+
 Firefox	101+
 Chrome	102+
 Safari	15+

#### **\* Notes:**

- Only HTML 5 compliant browsers are supported
- Browsers must have JavaScript support enabled
- Browsers in Beta stage are not supported
- Discontinued browsers are not supported
- MS Internet Explorer is not supported

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

**Number of originals to return to Submitter:** 0

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider ratifying 9/14/2023 email poll approval of Grant Eligibility Confirmation form for SIPA Micro-Grant totaling \$6500 to be spent before June 30, 2024, to aid the Prowers County website conversion, and authorizing BOCC Chair Ron Cook to execute the document.

**Justification or Background:**

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

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

**Approved by the County Attorney on:** 9/15/2023

**Additional Approvals (if required):**

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

**THANK YOU!**



Your public sector partner for technology  
*Colorado SIPA makes tech simple*

### Grant Eligibility Confirmation

On behalf of my organization, I confirm that my organization has legal authority to accept a grant from SIPA and to expend the grant funds for the project as described in our grant application.

Note: If you are not certain that your organization has authority to accept and expend the grant award, please explain here and SIPA will contact you about possible solutions.

On behalf of my organization, I acknowledge that grant funds may only be expended for the project as described in my organization's grant application and that the expenditure of all grant funds is subject to audit by SIPA or a designated agent. Further, I acknowledge and agree that any grant funds not expended for the project as described in the application or not expended by June 30, 2024 must be repaid to SIPA.

I agree to complete SIPA's Grant Update form about the expenditure of grant funds, including recipients and purposes of all expenditures, together with a summary of the project status, the benefits realized, and the obstacles encountered. This form will be sent to you later this year.

I agree to: 1) accept the check at the address listed below, or at the award ceremony, 2) return a completed W9

Agreed:

Signature: <i>Ron Cook</i>	Print Name: <i>Ron Cook</i>
Title: <i>Chairman, Prowers County BOCC</i>	Organization Name: <i>Prowers County</i>
Check Mailing Address <i>301 S. Main St., #215, Lamar, CO 81052</i>	Date: <i>9/14/2023</i>

☐ I will attend the ceremony to accept the award on Sept. 20, 2023 between 5:00-6:00 p.m. at the Ralph Carr Judicial Building (1300 Broadway, 1<sup>st</sup> floor, Denver, CO 80203) to be recognized at the special event. Print attendee name(s) here:

☒ I will not attend the ceremony. I will submit a short video about my project.  
An award check will be mailed to the contact listed above, within 45 days after receipt of the video.

Questions? Contact Beth Justice at 720-409-5636 or [beth@cosipa.gov](mailto:beth@cosipa.gov)

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

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

**Number of originals to return to Submitter:** 0

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of appointing a Commissioner Designee and Alternate to the CCI Legislative Committee to vote on 2024 CCI Legislative Priorities and authorizing BOCC Chair Ron Cook to certify the appointment.

**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!**



## Legislative Committee Commissioner Designation Form

*Each Board of County Commissioners must designate a commissioner  
to serve on CCI's Legislative Committee to vote on the 2024 Legislative Priorities.*

### Declaration of Designee:

The BOCC appoints Commissioner \_\_\_\_\_ to serve  
(First & Last Name)

on CCI's Legislative Committee on behalf of \_\_\_\_\_ county.  
(County Name)

Our Legislative Committee Designee **will attend** the October 6 meeting:

*Check One:*

\_\_\_\_\_ In Person

\_\_\_\_\_ Virtually

### Declaration of Alternate:

In the event our designee is no longer able to participate in this meeting; we designate

Commissioner \_\_\_\_\_ as alternate  
(First & Last Name)

If necessary, our alternate will attend the October 6 meeting:

*Check One:*

\_\_\_\_\_ In Person

\_\_\_\_\_ Virtually

### Certification by the BOCC Chair:

Signed:

\_\_\_\_\_  
Board Chair

Date:

\_\_\_\_\_

Please return or send questions to Brittney Becerra  
[bbecerra@ccionline.org](mailto:bbecerra@ccionline.org) | M: 720-202-5296  
**Due: Friday, September 29, 2023**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 09/26/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 09/20/2023

**Return Originals to:** Mark Westhoff

**Number of originals to return to Submitter:** 0

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider ratifying 9/20/2023 email poll approval for Prowers County to sponsor the livestock auction at the 2023 Holly Gateway Fair for a total of \$300.

**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!**

# 2023 Holly Gateway Fair

## ADVERTISER INFORMATION

Contact: Mark Westhoff Date: 9/20/2023  
Company: Powers County  
Telephone: 719-336-8025 Email: mwesthoff@powerscounty.net

**Please circle which show you would like to sponsor (2 sponsors per show available):**

**Sponsors will have their name/logo constantly displayed during that show**

- ☐ Rabbit/Poultry Show \$50
- ☐ Swine Show \$100
- ☐ Tiny Tot Sheep Show & sheep Show \$150
- ☐ Bucket calf Show & Beef Show \$150
- ☐ Tiny Tot Goat Show & Goat Show \$150
- ☐ Junior Livestock Market Sale \$150

Livestock Auction  
\$300

### Other ways to sponsor:

- ☐ 4H member interviews - \$50 (3-5 available/sponsor will have logo displayed during interview)
- ☐ FFA member interview - \$50 (3-5 available/sponsor will have logo displayed during interview)
- ☐ Presenting Sponsor -\$600

Presenting sponsor gets a 15-30 second commercial at the beginning of every show and the livestock sale. In addition, Presenting Sponsor will have their logo displayed on every show we do for Bent County.



CAF Media

Email: [cafmedia22@gmail.com](mailto:cafmedia22@gmail.com)

719-688-2853

Approved by Powers  
County BOCC on  
9/19 via  
e-mail Poll

*M.W. Westhoff*

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 9-26-2023

**Submitter:** Administration Office & DHS

**Submitted to the County Administration Office on:** email poll 9-14-23

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

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 9-14-2023 email poll approval for Payment of Bills and Voided Checks, if any, presented in the amount of \$268,391.07 County General Fund, \$54,137.04 DHS and H3C with a certification date of September 19, 2023.

**Justification or Background:**

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

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

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

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

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

9/18/23, 3:16 AM

Powers County Mail - Email Poll A/P Certification Please Respond



Paula Gonzales <spaula.gonzales@powerscounty.net>

### Email Poll A/P Certification Please Respond

4 messages

Paula Gonzales <spaula.gonzales@powerscounty.net>  
To: rook@powerscounty.net, Tom Grasmick <tgrasmick@powerscounty.net>, Wendy Buxton-Andrade <wandrade@powerscounty.net>  
Thu, Sep 14, 2023 at 2:26 PM

Attached is an A/P Certification dated for 09/19/2023. This certification is for the amount of \$268,391.07. If approved this will be added to the agenda for September 26, 2023 for ratification. We also request permission to use your stamp to approve this certification.

These bills are available in the admin office if you would like review them. Let me know if you have any questions concerning any of the documentation attached. The new reports are a little different as they are from CJC, if you would like to see any alternate documentation please let me know.

**PAULA GONZALES**

Finance Director / Budget Officer  
Powers County Admin Office  
301 South Main St, Suite 215  
Lamar, CO 81052  
[spaula.gonzales@powerscounty.net](mailto:spaula.gonzales@powerscounty.net)  
(719) 336-8030



2 attachments

00101-09-2023 APLT40g.pdf  
98K  
 9192023 Cert Documentation.pdf  
138K

Tom Grasmick <tgrasmick@powerscounty.net>  
To: Paula Gonzales <spaula.gonzales@powerscounty.net>  
Cc: rook@powerscounty.net, Wendy Buxton-Andrade <wandrade@powerscounty.net>  
Thu, Sep 14, 2023 at 2:39 PM

OK

Sent from my iPhone

On Sep 14, 2023, at 2:26 PM, Paula Gonzales <spaula.gonzales@powerscounty.net> wrote:

Attached is an A/P Certification dated for 09/19/2023. This certification is for the amount of \$268,391.07. If approved this will be added to the agenda for September 26, 2023 for ratification. We also request permission to use your stamp to approve this certification.

<https://mail.google.com/mail/u/0/?ik=9140d68c93&view=pt&search=all&permthid=thread-a-mm-hid-63522263216727771&siml=msg-117704605951...> 1/3

9/18/23, 3:16 AM

Powers County Mail - Email Poll A/P Certification Please Respond

These bills are available in the admin office if you would like review them. Let me know if you have any questions concerning any of the documentation attached. The new reports are a little different as they are from CJC, if you would like to see any alternate documentation please let me know.

**PAULA GONZALES**

Finance Director / Budget Officer  
Powers County Admin Office  
301 South Main St, Suite 215  
Lamar, CO 81052  
[spaula.gonzales@powerscounty.net](mailto:spaula.gonzales@powerscounty.net)  
(719) 336-8030

<image003.jpg>  
<00101-09-2023 APLT40g.pdf>  
<9192023 Cert Documentation.pdf>

Wendy Andrade <wandrade@powerscounty.net>  
To: Paula Gonzales <spaula.gonzales@powerscounty.net>  
Cc: rook@powerscounty.net, Tom Grasmick <tgrasmick@powerscounty.net>

I'm ok with it and use of my stamp.

Thank you,  
Wendy Buxton-Andrade, ADS  
Powers County Commissioner, District 3  
Cell: 719-691-4910

Serving the people of Powers County with integrity.

NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

On Sep 14, 2023, at 2:26 PM, Paula Gonzales <spaula.gonzales@powerscounty.net> wrote:  
<00101-09-2023 APLT40g.pdf>

Ben Cook <rook@powerscounty.net>  
To: Paula Gonzales <spaula.gonzales@powerscounty.net>  
Cc: Tom Grasmick <tgrasmick@powerscounty.net>, Wendy Buxton-Andrade <wandrade@powerscounty.net>  
I'm good with it. Thank you  
Sent from my iPhone

On Sep 14, 2023, at 2:26 PM, Paula Gonzales <spaula.gonzales@powerscounty.net> wrote:

Attached is an A/P Certification dated for 09/19/2023. This certification is for the amount of \$268,391.07. If approved this will be added to the agenda for September 26, 2023 for ratification. We also request permission to use your stamp to approve this certification.

These bills are available in the admin office if you would like review them. Let me know if you have any questions concerning any of the documentation attached. The new reports are a little different as they are from CJC, if you would like to see any alternate documentation please let me know.

**PAULA GONZALES**

<https://mail.google.com/mail/u/0/?ik=9140d68c93&view=pt&search=all&permthid=thread-a-mm-hid-63522263216727771&siml=msg-117704605951...> 2/3

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01  
70081-70146

0010

September 19, 2023

2nd Qtr Unemployment \$ (3,682.02)

	\$ 198,240.40
Payroll	\$ -
Fringes	\$ -

Total \$ 194,558.38

ARPA - 02

0018

2023	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023	\$ 5,073.32
Payroll	\$ -
Fringes	\$ -

Total \$ 5,073.32

FSA (Cafeteria) 552

0552	
2023	\$ -

Total \$ -

Sheriff's Booking Fees

0675	
	\$ -
Payroll	\$ -

Total \$ -

SALES & USE TAX FUND - 03

0900	
2023	\$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130	
2023	\$ 19.98

Total \$ 19.98

CAPITAL FUND - 07

0100	
2023	\$ -

Total \$ -

OTHER AGENCIES FUND- 08

2023	\$ -

Total \$ -

LODGING TAX - 09

0014	
2023	\$ 3,740.68
	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ 3,740.68

PUBLIC HEALTH AGENCY - 11

0676	
2023	\$ 29,164.69
	\$ -
	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ 29,164.69

CRMC

0016	
2023	\$ 20,518.07
	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ 20,518.07

PC

0017	
2023	\$ 15,315.95
	\$ -
Payroll	\$ -
Fringes	\$ -

Total \$ 15,315.95

Paula Gonzales, Finance Director

GRAND TOTAL \$ 268,391.07

## 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: \$272,073.09  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 19, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 198,240.40	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 29,164.69	-	-
ROAD & BRIDGE FUND	\$ 5,073.32	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ 19.98	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ 3,740.68	-	-
CRMC FUND	\$ 20,518.07	-	-
OPC FUND	\$ 15,315.95	-	-
<b>Totals</b>	<b>\$ 272,073.09</b>	<b>\$ -</b>	<b>\$ -</b>

**Totals**

DATE: September 19, 2023

DATE: September 19, 2023

DATE: September 19, 2023

DATE: September 19, 2023

Don't look

BOCC CHAIRMAN

BOCC CHAIRMAN  
Wandy Buxton-Andrade

COMMISSIONER

COMMISSIONER  
*Sharon L. Lammick*  
11/11/2011

19. COMMISSIONER

COMMISSIONER  
Jana Coer  
CLERK TO THE BOARD

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	272,073.09
AP + Fringes	\$	272,073.09
Total Pd Certification - Payroll	\$	272,073.09
Total Payroll + Fringes	\$	-

Ending Check No.	70146
Beginning Check No.	70081

Total Number of Checks: 1  
66

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

  
Prowers County Treasurer's Office

## 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: \$272,073.09 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 19, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 198,240.40	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 29,164.69	-	-
ROAD & BRIDGE FUND	\$ 5,073.32	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ 19.98	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ 3,740.68	-	-
CRMC FUND	\$ 20,518.07	-	-
OPC FUND	\$ 15,315.95	-	-
<b>Totals</b>	<b>\$ 272,073.09</b>	<b>\$ -</b>	<b>\$ -</b>

DATE: September 19, 2023

DATE: September 19, 2023

DATE: September 19, 2023

DATE: September 19, 2023

\$ \_\_\_\_\_ \$  
 \_\_\_\_\_  
 BOCC CHAIRMAN  
 \_\_\_\_\_  
 COMMISSIONER  
 \_\_\_\_\_  
 COMMISSIONER  
 \_\_\_\_\_  
 CLERK TO THE BOARD

Total Paid Approve To Pay	\$	272,073.09
AP + Fringes	\$	272,073.09
Total Pd Certification - Payroll	\$	272,073.09
Total Payroll + Fringes	\$	-

Ending Check No.	70146
Beginning Check No.	70081

Total Number of Checks: 

1
66

STATE OF COLORADO }  
                             } SS:  
COUNTY OF PROWERS }

  
Prowers County Treasurer's Office

## Cash Requirement Summary (APLT30)

### Prowers County

Fund	Cash Account	Cash Balance	AP Cash Pending	GL Cash Pending	Cash Available
001 County General Fund	001-00-110100	\$2,938,129.39	(\$198,240.40)	(\$2,788,369.61)	(\$48,480.62)
002 Road and Bridge Fund	002-00-110100	\$2,775,200.46	(\$5,073.32)	(\$68,361.27)	\$2,701,765.87
006 Conservation Trust Fund	006-00-110100	\$79,723.29	(\$19.98)	(\$5,025.27)	\$74,678.04
009 Lodging Tax Fund	009-00-110100	\$124,523.54	(\$3,740.68)	\$19,610.31	\$140,393.17
011 Public Health Agency Fund	011-00-110100	\$1,594,224.63	(\$29,164.69)	\$113,793.88	\$1,678,853.82
013 Consolidated Return Mail Cntr.	013-00-110100	\$464,379.97	(\$20,518.07)	(\$420,832.44)	\$23,029.46
014 Overflow Processing Center	014-00-110100	\$514,581.18	(\$15,315.95)	(\$256,509.33)	\$242,755.90
Grand Totals:		\$8,490,762.46	(\$272,073.09)	(\$3,405,693.73)	\$4,812,995.64

Approved by-----

Approved on Date: \_\_\_\_\_

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

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

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

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No: 10225	Check Amount
70081	9/19/2023	9	A Cut Above Pest Control LLC				\$155.00
Invoice: 19851			Fairgrounds Maintenance			\$60.00	
Ledger: 00111429300			Fairgrounds Maintenance			\$60.00	Fairgrounds Maintenance
Invoice: 19860			Fairgrounds Maintenance- Journey BLDG			\$95.00	
Ledger: 00111429300			Fairgrounds Maintenance			\$95.00	Fairgrounds Maintenance- Journey BLDG
70082	9/19/2023	19	Adon Service & Repair				\$98.88
Invoice: 2117			Mileage/Meeting Expense CRMC/OPC			\$98.88	
Ledger: 01346421100			Mileage/Meeting Expens			\$49.44	CRMC
Ledger: 01447421100			Mileage/Meeting Expens			\$49.44	OPC
70083	9/19/2023	59	Ark Valley Auto Service				\$1,574.43
Invoice: 13-083123			Bus Operating Supplies/Repairs			\$1,424.43	
Ledger: 00125430200			Bus Operating Supplies/			\$1,424.43	Bus Operating Supplies/Repairs
Invoice: 18773/18863			Vehicle Maintenance- Sheriff			\$150.00	
Ledger: 00113430900			Vehicle Maintenance			\$150.00	Vehicle Maintenance- Sheriff
70084	9/19/2023	58	AT&T Mobility				\$605.91
Invoice: 287290032318X082820			Telephone/Computer Equip & Upgrades- Sheriff			\$605.91	
Ledger: 00113420100			Telephone			\$505.91	Telephone
Ledger: 00113454300			Computer Equip & Upgra			\$100.00	Computer Equip & Upgrades
70085	9/19/2023	55	Atmos Energy				\$544.59
Invoice: 3014593842-0823			Bristol Fire House Utilities			\$30.13	
Ledger: 00132421620			Bristol Fire House Utilitie			\$30.13	Bristol Fire House Utilities
Invoice: 3018336596-8232023			Utilities- Unit Home Ec			\$36.92	
Ledger: 00111421600			Utilities			\$36.92	Utilities- Unit Home Ec
Invoice: 3056749186-08			URHN- Utilities			\$38.72	
Ledger: 01117465040			URHN Expenses			\$38.72	URHN- Utilities
Invoice: 3060738537			Utilities- BBQ GRL			\$438.82	
Ledger: 00111421600			Utilities			\$438.82	Utilities- BBQ GRL

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70086	9/19/2023	56	Atmos Energy	\$166.48
Invoice: ATMOS-CO-0006026 Utilities-SHERIFF				\$166.48
Ledger: 00113421600 Utilities				\$166.48 Utilities-SHERIFF
70087	9/19/2023	13	Auto-Chlor Golden Light Equip.	\$656.56
Invoice: 869239 Building/Equip Repair/Maint- Sheriff				\$447.62
Ledger: 00113425200 Building/Equip Repair/Ma				\$447.62 Building/Equip Repair/Maint
Invoice: 873332 Building/Equip Repair/Maint- Sheriff				\$208.94
Ledger: 00113425200 Building/Equip Repair/Ma				\$208.94 Building/Equip Repair/Maint- Sheriff
70088	9/19/2023	63	Axiom Human Resource Solutions, Inc.	\$105.27
Invoice: 144916 Professional Services- SHERIFF				\$105.27
Ledger: 00113420600 Professional Services				\$105.27 Professional Services- SHERIFF
70089	9/19/2023	76	Baca County Sheriff's Office	\$24,017.62
Invoice: 092023 JBBS Grant Expense				\$24,017.62
Ledger: 00113454900 JBBS Grant Expense				\$24,017.62 JBBS Grant Expense
70090	9/19/2023	77	Bent County Sheriff's Office	\$68,150.87
Invoice: 092023 JBBS Grant Expense				\$68,150.87
Ledger: 00113454900 JBBS Grant Expense				\$68,150.87 JBBS Grant Expense
70091	9/19/2023	115	Bristol Water & Sanitation District	\$55.00
Invoice: 20193 Bristol Fire House Utilities				\$55.00
Ledger: 00132421620 Bristol Fire House Utilitie				\$55.00 Bristol Fire House Utilities
70092	9/19/2023	110	Business Solutions Leasing	\$683.94
Invoice: 34801874 Canon imageRunner Advance C5540i III Copier				\$206.22
Ledger: 00105430100 Standard Payment Clerk/Admin				\$103.11 Admin
Ledger: 00107440400 Office Supplies				\$103.11 Clerk
Invoice: 34848655 Equip Rentals/Leases				\$477.72
Ledger: 01346430230 Office Equipment				\$477.72 Office Equipment

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70093	9/19/2023	582	City of Lamar	\$7,651.94
Invoice: 10091-082023			Utilities- Sheriff Dept	\$223.16
Ledger: 00113421650			Utilities - Journey	\$223.16
Invoice: 15769-0823			Utilities OEM	\$46.49
Ledger: 00116421600			Utilities	\$46.49
Invoice: 17475-0823			Utilities OEM	\$41.05
Ledger: 00116421600			Utilities	\$41.05
Invoice: 1812-0823			Utilities Rural Fire Bristol	\$53.41
Ledger: 00132421600			Utilities	\$53.41
Invoice: 20460-0823			Utilities OEM	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20461 OEM 0823			Utilities OEM	\$39.83
Ledger: 00132421600			Utilities	\$39.83
Invoice: 20462 OEM0823			Utilities OEM	\$39.83
Ledger: 00132421600			Utilities	\$39.83
Invoice: 20463 OEM823			Utilities OEM	\$39.83
Ledger: 00132421600			Utilities	\$39.83
Invoice: 20524 OEM82023			Utilities OEM	\$39.83
Ledger: 00132421600			Utilities	\$39.83
Invoice: 20525 OEM 082023			UtilitiesOEM	\$39.83
Ledger: 00132421600			Utilities	\$39.83
Invoice: 20710 OEM 0823			Utilities- OEM	\$46.07
Ledger: 00132421600			Utilities	\$46.07
Invoice: 21293-0823			Utilities OEM	\$43.50
Ledger: 00116421600			Utilities	\$43.50
Invoice: 22334-0823			Utilities OEM	\$42.13
Ledger: 00116421600			Utilities	\$42.13
Invoice: 254-09012023			Utilities- Fire Station	\$346.94
Ledger: 00132421600			Utilities	\$346.94
Invoice: 30937			Medical Supplies & Prescripts	\$321.16
Ledger: 00113434500			Medical Supplies & Presc	\$321.16

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 5061-0823				
			Utilities OEM	\$1,214.04
Ledger: 00116421600				
			Utilities	\$1,214.04
Invoice: 6968-082023				
			Utilities- Jail	\$5,035.01
Ledger: 00113421600				
			Utilities	\$5,035.01
<b>70094</b>	<b>9/19/2023</b>	<b>292</b>	<b>Coloradoland Tire &amp; Service</b>	<b>\$429.19</b>
Invoice: 21785/21797				
			OLTC- Vehicle Maintenance	\$99.92
Ledger: 01117430900				
			Vehicle Maintenance/Fue	\$99.92
Invoice: 22190				
			Equipment Repair/Maint R&B	\$23.89
Ledger: 00243425400				
			Equipment Repair/Maint	\$23.89
Invoice: 22262				
			Equipment Repair/Maint R&B	\$305.38
Ledger: 00243425400				
			Equipment Repair/Maint	\$305.38
<b>70095</b>	<b>9/19/2023</b>	<b>1211</b>	<b>Cook,Ryan</b>	<b>\$50.00</b>
Invoice: Aug 2023				
			Deputy Hours Aug 2023	\$50.00
Ledger: 00115420630				
			Professional Services - A	\$50.00
<b>70096</b>	<b>9/19/2023</b>	<b>241</b>	<b>Cornerstone Resource Center</b>	<b>\$4,604.72</b>
Invoice: 22250				
			CBCAP- August Reimbursement	\$2,674.11
Ledger: 01117436360				
			CBCAP Grant Expense	\$2,674.11
Invoice: 22251				
			FSPP-August Reimbursement	\$1,930.61
Ledger: 01117436370				
			FSPP Grant Expense	\$1,930.61
<b>70097</b>	<b>9/19/2023</b>	<b>261</b>	<b>Crowley County Sheriff's Office</b>	<b>\$14,022.93</b>
Invoice: 092023				
			JBBS Grant Expense	\$14,022.93
Ledger: 00113454900				
			JBBS Grant Expense	\$14,022.93
<b>70098</b>	<b>9/19/2023</b>	<b>293</b>	<b>De Loach's Water Condition</b>	<b>\$621.75</b>
Invoice: 532-004853000-0				
			Courthouse Maintenance-Water	\$21.00
Ledger: 00111429100				
			Courthouse Maintenance	\$21.00
Invoice: 532-00485607-823				
			OLTC Water 082023	\$30.00
Ledger: 01133430100				
			Office Supplies	\$30.00
Invoice: 532-00485623-5 08202				
			Operating - Supplies/Rual Fire	\$19.75

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00132430200			Operating - Supplies	
Invoice: 532-02721199-69			Miscellaneous- OPC Water	\$19.75
Ledger: 01447421700			Miscellaneous	\$153.00
Invoice: 532-02722528-5			CRMC	\$153.00
Ledger: 01346421700			Miscellaneous	\$137.00
Invoice: 532-02722973-3			Office Supplies	\$261.00
Ledger: 00125430100			Office Supplies	\$261.00
<b>70099</b>	<b>9/19/2023</b>	<b>313</b>	<b>Double K Car Wash</b>	<b>\$161.16</b>
Invoice: 2037- 080923			Bus Operating Supplies/Repairs	\$22.99
Ledger: 00125430200			Bus Operating Supplies/	\$22.99
Invoice: 2040-082023			Vehicle Maintenance-Sheriff	\$138.17
Ledger: 00113430900			Vehicle Maintenance	\$138.17
<b>70100</b>	<b>9/19/2023</b>	<b>412</b>	<b>GNBank</b>	<b>\$13,005.66</b>
Invoice: 1738-0823			R&B-Mileage/Meeting Expense-Shop Supplies	\$878.82
Ledger: 00243421100			Mileage/Meeting Expens	\$133.72
Ledger: 00243437920			Shop Supplies	\$745.10
Invoice: 1746-0823			Miscellaneous/Telephone & Elevator Phones/Tools & Equipment	\$2,079.16
Ledger: 00111420100			Telephone & Elevator Ph	\$18.04
Ledger: 00111421700			Miscellaneous	\$161.12
Ledger: 00111437900			Tools & Equipment	\$1,900.00
Invoice: 1753-07312023			Bus Operating Supplies/Repairs	\$14.78
Ledger: 00125430200			Bus Operating Supplies/	\$14.78
Invoice: 1886-082023			EH- Registration/Meeting Exp	\$343.70
Ledger: 01137421100			Mileage/Meeting Expens	\$308.70
Ledger: 01137422400			Dues, Subs, Registration	\$35.00
Invoice: 1894-082023			Mileage/Meeting Expense- Office Supplies	\$1,380.83
Ledger: 00105421100			Mileage/Meeting Expens	\$110.91
Ledger: 00105430100			Office Supplies	\$729.96
Ledger: 00125430100			Office Supplies	\$539.96

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 1977-0823			Mileage/Meeting Expense-Dues, Subs, Registrations- Office Supplies	\$602.28
Ledger: 01117421100			Mileage/Meeting Expens	\$26.68
Ledger: 01117422400			Dues, Subs, Registration	\$170.40
Ledger: 01117430100			Office Supplies	\$405.20
Invoice: 2025-0823			Dues, Subs, Registrations- Coroner	\$150.00
Ledger: 00115422400			Dues, Subs, Registration	\$47.68
Invoice: 2555-082023			Vehicle Maintenance/Fuel-Assessor	\$9.00
Ledger: 00110430900			Vehicle Maintenance/Fue	\$38.68
Ledger: 00110430900			Vehicle Maintenance/Fue	\$163.64
Invoice: 2654-0823			Evidence Operating Expense/Miscellaneous	\$45.64
Ledger: 00113421700			Miscellaneous	\$118.00
Ledger: 00113431100			Evidence Operating Expe	\$85.88
Invoice: 2886-0823			Juvenile Transport Expense/Extradition Expense	\$14.27
Ledger: 00113431500			Juvenile Transport Expen	\$71.61
Ledger: 00113431800			Extradition Expense	\$16.32
Invoice: 2985-082023			Office Supplies	\$8.50
Ledger: 00122430100			Office Supplies	\$8.50
Invoice: 3074-082023			NFP/Postage	\$8.50
Ledger: 01135420200			Postage/Freight	\$215.02
Invoice: 3181-082023			OLTC- Postage/Office Supplies	\$17.55
Ledger: 01133420200			Postage/Freight	\$197.47
Ledger: 01133430100			Office Supplies	\$858.65
Invoice: 3629-0823			Office Supplies/Dues, Subs, Registrations	\$200.00
Ledger: 01117422400			Dues, Subs, Registration	\$658.65
Ledger: 01117430100			Office Supplies	\$734.32
Invoice: 5335-082023			Mileage/Mtg Exp - Dist 3 - WA	\$84.48
Ledger: 00101421100			Meeting Expense	\$649.84
Ledger: 00101421450			Mileage/Mtg Exp - Dist 3	\$4.11
Invoice: 5400-0823			Building/Equip Repair/Maint	\$4.11
Ledger: 00113425200			Building/Equip Repair/Ma	

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 5491-0823			R&B-Mileage/Meeting Expense-Gravel Pit Permit Fees-Building Maint / Repeater	\$1,793.13
Ledger: 00243421100			Mileage/Meeting Expens	\$59.51
Ledger: 00243425300			Building Maint / Repeater	\$262.00
Ledger: 00243437300			Gravel Pit Permit Fees	\$1,471.62
Invoice: 5889-0823			Operating Supplies	\$44.74
Ledger: 00113430200			Operating Supplies	\$32.16
Invoice: 5939-0823			Education & Seminars	\$32.16
Ledger: 00113421400			Education & Seminars	\$119.88
Invoice: 5947-080823			Office & Operating Supplies	\$119.88
Ledger: 00136430100			Office & Operating Suppli	\$13.88
Invoice: 6127-0823			Education & Seminars	\$13.88
Ledger: 00113421400			Education & Seminars	\$13.88
Invoice: 6390-0823			Education & Seminars/Vehicle Maintenance/Computer Equip & Upgrades	\$776.10
Ledger: 00113421400			Education & Seminars	\$752.82
Ledger: 00113430900			Vehicle Maintenance	\$3.29
Ledger: 00113454300			Computer Equip & Upgra	\$19.99
Invoice: 6499-0823			URHN Expenses- Food and Supplies	\$180.31
Ledger: 01117465040			URHN Expenses	\$180.31
Invoice: 8403-08022023			Bus Operating Supplies/Repairs	\$4.00
Ledger: 00125430200			Bus Operating Supplies/	\$4.00
Invoice: 8403-08142023			Office Supplies	\$95.68
Ledger: 00125430100			Office Supplies	\$95.68
Invoice: 8403-081423			Employee Training	\$10.20
Ledger: 00125421410			Employee Training	\$10.20
Invoice: 8403-08182023			Bus Operating Supplies/Repairs	\$147.72
Ledger: 00125430200			Bus Operating Supplies/	\$147.72
Invoice: 8403-081823			Motor Vehicle Fuel	\$204.53
Ledger: 00125437800			Motor Vehicle Fuel	\$204.53
Invoice: 9021-0823			Office Supplies/Equipment Repair/Maint	\$24.93
Ledger: 00132430100			Office Supplies	\$4.95

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00606425400			Equipment Repair/Maint	\$19.98
Invoice: 9179-0823			Office Supplies/Dues, Subs, Registrations	\$638.44
Ledger: 00107422400			Dues, Subs, Registration	\$10.00
Ledger: 00107430100			Office Supplies	\$628.44
Invoice: 9286-082023			Dues, Subs, Registrations- Treasurer	\$99.00
Ledger: 00109422400			Dues, Subs, Registration	\$99.00
Invoice: 9815-0823			Office Supplies/Mileage/Meeting Expense/Vehicle Maintenance/Fuel	\$1,237.27
Ledger: 01117421100			Mileage/Meeting Expens	\$792.06
Ledger: 01117430100			Office Supplies	\$339.00
Ledger: 01117430900			Vehicle Maintenance/Fue	\$106.21
<b>70101</b>	<b>9/19/2023</b>	<b>412</b>	<b>GNBank</b>	<b>\$10,495.82</b>
Invoice: 0045-0823			Vehicle Maintenance	\$2.66
Ledger: 00113430900			Vehicle Maintenance	\$2.66
Invoice: 0219-082023			NFP-Travel/Pstage/Fuel/Prof. Dev	\$1,270.40
Ledger: 01117430900			Vehicle Maintenance/Fue	\$84.80
Ledger: 01135420200			Postage/Freight	\$5.40
Ledger: 01135421100			Mileage/Meeting Expens	\$795.20
Ledger: 01135421120			Professional Developme	\$385.00
Invoice: 0607-0823			Email Service	\$4,685.78
Ledger: 00114421510			Email Service	\$4,685.78
Invoice: 0672-0823			JBBS Grant Expense/Investigations/Postage/Freight	\$1,270.66
Ledger: 00113420200			Postage/Freight	\$5.70
Ledger: 00113432300			Investigations	\$59.60
Ledger: 00113454900			JBBS Grant Expense	\$1,205.36
Invoice: 1001-082023			Mileage/Meeting Expense-Dues, Subs, Registrations	\$719.77
Ledger: 00110421100			Mileage/Meeting Expens	\$689.51
Ledger: 00110422400			Dues, Subs, Registration	\$30.26
Invoice: 10110-0823			Professional Service-Screening/Mileage/Meeting Expense/Miscellaneous/Office Supplies	\$1,140.60
Ledger: 01346420600			Professional Service-Scr	\$32.00

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 01346421700			Miscellaneous	\$298.76
Ledger: 01346430100			Office Supplies	\$98.09
Ledger: 01447420600			Professional Service-Scr	\$16.00
Ledger: 01447421100			Mileage/Meeting Expens	\$134.00
Ledger: 01447421700			Miscellaneous	\$35.00
Ledger: 01447421700			Miscellaneous	\$44.09
Ledger: 01447430100			Office Supplies	\$482.66
Invoice: 1308-0823			Miscellaneous/Vehicle Maintenance	\$109.00
Ledger: 00101421700			Miscellaneous	\$100.00
Ledger: 00101430900			Vehicle Maintenance	\$9.00
Invoice: 1464-0823			URHN Expenses- Food & Supplies	\$1,335.59
Ledger: 01117465040			URHN Expenses	\$1,335.59
Invoice: 1696 082023			PH/NFP/URHN/ Vitals- Expenses	\$381.45
Ledger: 01117430100			Office Supplies	\$49.56
Ledger: 01117436360			CBCAP Grant Expense	\$125.11
Ledger: 01117465040			URHN Expenses	\$49.17
Ledger: 01123430100			Office Supplies	\$121.10
Ledger: 01135430100			Office Supplies	\$36.51
Invoice: 2108-0823			Office Supplies- Credit	(\$31.74)
Ledger: 01117430100			Office Supplies	(\$31.74)
Invoice: 2555-0823			Mileage/Meeting Expense- Credit	(\$155.70)
Ledger: 00110421100			Mileage/Meeting Expens	(\$155.70)
Invoice: 5947-08082023			Credit-Office & Operating Supplies	(\$232.65)
Ledger: 00136430100			Office & Operating Suppli	(\$232.65)
<b>70102</b>	<b>9/19/2023</b>	<b>413</b>	<b>Gobin's</b>	<b>\$167.36</b>
Invoice: AR4066655			Office Equipment	\$86.43
Ledger: 01447430230			Office Equipment	\$86.43
Invoice: AR4066656			Office Equipment	\$80.93
Ledger: 01346430230			Office Equipment	\$80.93
<b>70103</b>	<b>9/19/2023</b>	<b>427</b>	<b>Graham Phillip</b>	<b>\$7,491.72</b>

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: September 2023				
			SERHCC Coordinator- September Salary & Reimbursement	\$7,491.72
Ledger: 01117437210				
			SERHCC Expense	\$7,491.72
			SERHCC Coordinator- September Salary & Reimbursement	
<b>70104</b>	<b>9/19/2023</b>	<b>439</b>	<b>GreatAmerica Financial Services</b>	<b>\$357.35</b>
Invoice: 34747644				
			Office Equipment OPC	\$357.35
Ledger: 01447430230				
			Office Equipment	\$357.35
			Office Equipment OPC	
<b>70105</b>	<b>9/19/2023</b>	<b>501</b>	<b>Heath &amp; Turpin Truck Repair</b>	<b>\$2,104.12</b>
Invoice: 66358				
			Equipment Repair/Maint	\$2,104.12
Ledger: 00132425400				
			Equipment Repair/Maint	\$2,104.12
			Equipment Repair/Maint	
<b>70106</b>	<b>9/19/2023</b>	<b>1210</b>	<b>Hiigel, Michelle</b>	<b>\$40.00</b>
Invoice: 09112023				
			Vehicle Maintenance/Fuel-Reimbursement 092023	\$40.00
Ledger: 00136430900				
			Vehicle Maintenance/Fue	\$40.00
			Vehicle Maintenance/Fuel-Reimbursement 092023	
<b>70107</b>	<b>9/19/2023</b>	<b>609</b>	<b>L &amp; C, LLC</b>	<b>\$1,500.00</b>
Invoice: October 2023				
			URHN Rent- Youth Council Building Rent October 2023	\$1,500.00
Ledger: 01117465040				
			URHN Expenses	\$1,500.00
			URHN Rent- Youth Council Building Rent October 2023	
<b>70108</b>	<b>9/19/2023</b>	<b>595</b>	<b>Lamar Auto Parts</b>	<b>\$2.49</b>
Invoice: 702935				
			Bus Operating Supplies/Repairs	\$2.49
Ledger: 00125430200				
			Bus Operating Supplies/	\$2.49
			Bus Operating Supplies/Repairs	
<b>70109</b>	<b>9/19/2023</b>	<b>604</b>	<b>Lamar BMS</b>	<b>\$252.16</b>
Invoice: 406390				
			Fairgrounds Maintenance	\$13.77
Ledger: 00111429300				
			Fairgrounds Maintenance	\$13.77
			Fairgrounds Maintenance	
Invoice: 406451				
			Shop Supplies- R&B	\$23.97
Ledger: 00243437920				
			Shop Supplies	\$23.97
			Shop Supplies- R&B	
Invoice: 406585				
			Fairgrounds Maintenance	\$11.98
Ledger: 00111429300				
			Fairgrounds Maintenance	\$11.98
			Fairgrounds Maintenance	
Invoice: 407122				
			Shop Supplies-R&B	\$156.82

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00243437920			Shop Supplies	
Invoice: 408715			Museum Maint	\$156.82 Shop Supplies-R&B
Ledger: 00111429830			Museum Maint	\$8.98
Invoice: 408728			Museum Maint	\$8.98 Museum Maint
Ledger: 00111429830			Museum Maint	\$24.95
Invoice: 408848			Annex Building Maintenance- Little House	\$24.95 Museum Maint
Ledger: 00111429200			Annex Building Maintena	\$11.69
			Annex Building Maintenance	\$11.69 Annex Building Maintenance
<b>70110</b>	<b>9/19/2023</b>	<b>594</b>	<b>Language Line Services</b>	<b>\$111.52</b>
Invoice: 11096157			Miscellaneous-OPC	
Ledger: 01447421700			Miscellaneous	\$111.52
			Miscellaneous-OPC	\$111.52
<b>70111</b>	<b>9/19/2023</b>	<b>620</b>	<b>Longoria Margaret</b>	<b>\$800.00</b>
Invoice: 107-2023			Bus Garage Operating- Transit	
Ledger: 00125437810			Bus Garage Operating	\$800.00
			Bus Garage Operating	\$800.00 Bus Garage Operating- Transit
<b>70112</b>	<b>9/19/2023</b>	<b>637</b>	<b>Lundy Janet</b>	<b>\$75.00</b>
Invoice: 23-275			Professional Services- Fee and Cashbook updates per State Changes- Clerk	
Ledger: 00107420600			Professional Services	\$75.00
			Professional Services	\$75.00 Professional Services- Fee and Cashbook updates per State Changes- Clerk
<b>70113</b>	<b>9/19/2023</b>	<b>1207</b>	<b>Maria Rodriguez</b>	<b>\$25.00</b>
Invoice: Relnv-1207-2023-09-13			Replacement Invoice for Voided Check 70057	
Ledger: 00111429310			Fairgrounds Rent Deposi	\$25.00
			Fairgrounds Rent Deposi	\$25.00 Invoice SEP23 REFUND
<b>70114</b>	<b>9/19/2023</b>	<b>692</b>	<b>Morning Star Elevator</b>	<b>\$928.00</b>
Invoice: INV16-36599			Maintenance Contracts- Service Contracts for Annual Service	
Ledger: 00111421500			Maintenance Contracts	\$928.00
			Maintenance Contracts	\$928.00 Maintenance Contracts-Service Contracts for Annual Service
<b>70115</b>	<b>9/19/2023</b>	<b>1209</b>	<b>Nancy Magallances</b>	<b>\$300.00</b>
Invoice: Relnv-1209-2023-09-13			Replacement Invoice for Voided Check 70034	
Ledger: 01117465040			URHN Expenses	\$300.00
			URHN Expenses	\$300.00 Invoice AUGUST 2023
<b>Operator:</b> pgonzales	9/14/2023 1:48:47 PM			
<b>Report ID:</b> APLT43a				

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70116	9/19/2023	713	Nurse-Family Partnership	\$6,099.00
	Invoice: 20231461		NFP- Nurse Training	
	Ledger: 01135421150		NFP National Center Fee      NFP- Nurse Training	
70117	9/19/2023	725	Otero County Sheriff	\$30,494.82
	Invoice: 092023		JBBS Grant Expense	
	Ledger: 00113454900		JBBS Grant Expense      JBBS Grant Expense	
70118	9/19/2023	811	P.M. & Sons Enterprises, LLC	\$249.57
	Invoice: 1991		Equipment Repair/Maint R&B	
	Ledger: 00243425400		Equipment Repair/Maint      Equipment Repair/Maint R&B	
70119	9/19/2023	741	Parker Mechanical	\$2,165.29
	Invoice: 58188		Filters-Operating Supplies	
	Ledger: 00111430200		Operating Supplies      Filters-Operating Supplies	
	Invoice: 58299		Courthouse Maintenance- Parts Only	
	Ledger: 00111429100		Courthouse Maintenance      Courthouse Maintenance- Parts Only	
	Invoice: 58534		Welcome Home AC	
	Ledger: 00111429810		Welcome Home Center      Welcome Home AC	
70120	9/19/2023	828	Pfizer, Inc	\$2,464.18
	Invoice: 9342780130		PH- Vaccine	
	Ledger: 01117436000		Immunizations      PH- Vaccine	
	Invoice: 58611		Annex AC- Annex Building Maintenance	
	Ledger: 00111429200		Annex Building Maintena      Annex AC- Annex Building Maintenance	
70121	9/19/2023	812	Pitstop Oil, LLC	\$3,027.06
	Invoice: Rural Fire 0823		Motor Vehicle Fuel	
	Ledger: 00132430900		Motor Vehicle Fuel      Motor Vehicle Fuel	
	Invoice: Sheriff 8-23		Sheriff 8-23	\$2,284.95

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00113430980 Fuel Expense \$2,284.95 Sheriff 8-23				
<b>70122</b>	<b>9/19/2023</b>	<b>782</b>	<b>Prairie Mountain Media</b>	<b>\$889.98</b>
Invoice: 0000359177			June & July Proceeding Admin 2023	\$611.10
Ledger: 00102421300			Advertising/Legal Notices	\$611.10
Invoice: I01993247-08032023			Treasurers Report	\$278.88
Ledger: 00102421300			Advertising/Legal Notices	\$278.88
<b>70123</b>	<b>9/19/2023</b>	<b>792</b>	<b>Prowers County</b>	<b>\$30,382.02</b>
Invoice: 23049			Administrative Fees- CRMC	\$18,011.15
Ledger: 01346465020			Administrative Fees	\$18,011.15
Invoice: 23051			Administrative Fees-OPC	\$12,370.87
Ledger: 01447465020			Administrative Fees	\$12,370.87
<b>70124</b>	<b>9/19/2023</b>	<b>779</b>	<b>Prowers Medical Center</b>	<b>\$35.00</b>
Invoice: 932			NFP- CPPR Recertification- Megan Thrall/ Training at PMC 10/10/23	\$35.00
Ledger: 01135421100			Mileage/Meeting Expens	\$35.00
<b>70125</b>	<b>9/19/2023</b>	<b>844</b>	<b>Reifschneider Natasha</b>	<b>\$463.09</b>
Invoice: FY21 OBH 082023			JBBS Grant Expense	\$463.09
Ledger: 00113454900			JBBS Grant Expense	\$463.09
<b>70126</b>	<b>9/19/2023</b>	<b>834</b>	<b>Ron Austin Repair Shop</b>	<b>\$238.64</b>
Invoice: 16431			Equipment Repair/Maint R&B	\$238.64
Ledger: 00243425400			Equipment Repair/Maint	\$238.64
<b>70127</b>	<b>9/19/2023</b>	<b>896</b>	<b>Salazar Celia M.</b>	<b>\$530.67</b>
Invoice: FY21 OBH 08312023			JBBS Grant Expense	\$530.67
Ledger: 00113454900			JBBS Grant Expense	\$530.67
<b>70128</b>	<b>9/19/2023</b>	<b>928</b>	<b>SECOM</b>	<b>\$4,208.11</b>
Invoice: 1177-0823			Phone/Internet	\$4,208.11
Operator: pgonzales 9/14/2023 1:48:47 PM				
Report ID: APLT43a				

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00105420100			Telephone	\$104.92 Admin
Ledger: 00107420100			Telephone	\$74.94 Clerk
Ledger: 00109420100			Telephone	\$22.48 Treasurer
Ledger: 00110420100			Telephone	\$97.42 Assesor
Ledger: 00113420100			Telephone	\$284.76 Sheriff
Ledger: 00113454900			JBBS Grant Expense	\$64.95 JBBS
Ledger: 00114420111			Internet Service (SECOM	\$750.07 IT
Ledger: 01346420100			Telephone	\$1,155.85 CRMC Phone
Ledger: 01346420110			IT Support	\$177.13 CRMC Internet
Ledger: 01447420100			Telephone	\$1,305.64 OPC Phon
Ledger: 01447420110			IT Support / Internet	\$169.95 OPC Internet
<b>70129</b>	<b>9/19/2023</b>	<b>937</b>	<b>Share Corporation</b>	<b>\$615.60</b>
Invoice: 242609			Operating - Jail	
Ledger: 00113430201			Operating - Jail	\$615.60 Operating - Jail
<b>70130</b>	<b>9/19/2023</b>	<b>944</b>	<b>Small Town Graphix</b>	<b>\$1,029.00</b>
Invoice: 6368			Employee Uniform Expense- Sheriff	
Ledger: 00113437200			Employee Uniform Expen	\$1,029.00 Employee Uniform Expense- Sheriff
<b>70131</b>	<b>9/19/2023</b>	<b>995</b>	<b>Symmetry Energy Solutions</b>	<b>\$109.93</b>
Invoice: 17064074			Aug 2023- Sheriff- Utilities/Courthouse Utilities	\$109.93
Ledger: 00111421600			Utilities	\$2.80 Aug 2023- Courthouse Utilities
Ledger: 00113421600			Utilities	\$107.13 Aug 2023- Sheriff-Utilities
<b>70132</b>	<b>9/19/2023</b>	<b>1006</b>	<b>The Home Depot Pro Institutional</b>	<b>\$3,665.26</b>
Invoice: 585801-082023			Operating - Jail	
Ledger: 00113430201			Operating - Jail	\$3,665.26 Operating - Jail
<b>70133</b>	<b>9/19/2023</b>	<b>1030</b>	<b>TransUnion Risk &amp; Alternative</b>	<b>\$75.00</b>
Invoice: 939731-202308-1			Investigations	
Ledger: 00113432300			Investigations	\$75.00 Investigations

## Prowers County

Operator: pgonzales  
Report ID: APLT43a  
9/14/2023 1:48:47 PM

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<b>70140</b>				
Invoice: 9/19/2023		1094	Wagner Equipment Co	\$689.00
Ledger: S06W0765207			Equipment Repair/Maint R&B	
Ledger: 00243425400			Equipment Repair/Maint	\$689.00
			Equipment Repair/Maint R&B	\$689.00
<b>70141</b>				
Invoice: 9/19/2023		1095	Wallace Gas & Oil Inc	\$814.10
Ledger: 10138-0823			Motor Vehicle Fuel	
Ledger: 00243437800			Motor Vehicle Fuel	\$146.68
Invoice: 5285909-0823			Motor Vehicle Fuel	\$38.10
Ledger: 00243437800			Motor Vehicle Fuel	\$38.10
Invoice: 778-0823			Motor Vehicle Fuel R&B	\$19.50
Ledger: 00243437800			Motor Vehicle Fuel	\$19.50
Invoice: 9593-0823			Motor Vehicle Fuel	\$50.70
Ledger: 00243437800			Motor Vehicle Fuel	\$50.70
Invoice: 9650-0823			Motor Vehicle Fuel	\$41.25
Ledger: 00243437800			Motor Vehicle Fuel	\$41.25
Invoice: 9729-0823			Motor Vehicle Fuel	\$22.07
Ledger: 00243437800			Motor Vehicle Fuel	\$22.07
Invoice: A32919-0823			Illuminate - RPG - COPE- FUEL	\$100.00
Ledger: 01117470260			Illuminate - RPG - COPE	\$100.00
Invoice: A33093			Motor Vehicle Fuel	\$300.00
Ledger: 00243437800			Motor Vehicle Fuel	\$300.00
Invoice: A33143			Motor Vehicle Fuel	\$95.80
Ledger: 00243437800			Motor Vehicle Fuel	\$95.80
<b>70142</b>				
Invoice: 9/19/2023		1156	WEX BANK	\$615.64
Ledger: 91598247			Fuel Expense- Sheriff	
Ledger: 00113430980			Fuel Expense	\$615.64
<b>70143</b>				
Invoice: 9/19/2023		1126	White Barbara	\$100.00
Ledger: FY21 OBH 082023			JBBS Grant Expense	
Ledger: 00113454900			JBBS Grant Expense	\$100.00

Operator: pgonzales

9/14/2023 1:48:47 PM

Report ID: APLT43a

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70144	9/19/2023	1177	Wholehearted Connection, LLC	\$240.00
Invoice: 082023				\$240.00
Ledger: 00113454900				JBBS Grant Expense
70145	9/19/2023	1130	Widener Marcus	\$900.00
Invoice: Aug2023				\$650.00
Ledger: 00115420630				Deputy Hours Aug 2023
Invoice: June & July 2023				\$650.00
Ledger: 00115420630				Deputy Hours Aug 2023
Invoice: June & July 2023				\$250.00
Ledger: 00115420630				Deputy Hours- Correction 2023
70146	9/19/2023	1140	Wilson PJ	\$50.00
Invoice: Aug2023				\$50.00
Ledger: 00115420630				Deputy Hours Aug 2023

Total Of Checks: \$272,073.09 Approved on (Date)

Approved by:

---



---



---



---



---

9/18/23, 9:15 AM

Powers County Mail - DHS / H3C Email Poll Certification 09/19/2023 Please Respond



Paula Gonzales <paula.gonzales@prowerscounty.net>

**DHS / H3C Email Poll Certification 09/19/2023 Please Respond**

4 messages

Paula Gonzales <paula.gonzales@prowerscounty.net>  
To: rook@prowerscounty.net, Tom Grasmick <tgrasmick@prowerscounty.net>  
Fri, Sep 15, 2023 at 4:20 PM

I apologize for not sending this with mine yesterday. I just received it this afternoon.

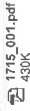
Attached is an A/P certification for DHS/H3C totaling \$54,137.04 dated 09/19/2023. If approved this will be added to the agenda for September 26, 2023 for ratification. We also request permission to use your stamp to approve this certification.

**PAULA GONZALES**

Finance Director / Budget Officer  
Prowers County Admin Office  
301 South Main St, Suite 215  
Lamar, CO 81052  
paula.gonzales@prowerscounty.net  
(719) 336-8030



From: ro-reply@prowerscounty.net <ro-reply@prowerscounty.net>  
Sent: Friday, September 15, 2023 1:24 PM  
To: Paula <paula.gonzales@prowerscounty.net>  
Subject: Attached Image



Wendy Andrade <wandrade@prowerscounty.net>  
To: Paula Gonzales <paula.gonzales@prowerscounty.net>  
Cc: rook@prowerscounty.net, Tom Grasmick <tgrasmick@prowerscounty.net>

I'm good with this also.

Thanks  
Wendy Buxton-Andrade, ADS  
Prowers County Commissioner, District 3  
Cell: 719-691-4910

Serving the people of Prowers County with integrity.

**NOTICE TO RECIPIENT:** If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

9/18/23, 9:15 AM

Powers County Mail - DHS / H3C Email Poll Certification 09/19/2023 Please Respond

On Sep 15, 2023, at 4:20 PM, Paula Gonzales <paula.gonzales@prowerscounty.net> wrote:

<1715\_001.pdf>

Tom Grasmick <tgrasmick@prowerscounty.net> Sat, Sep 16, 2023 at 12:45 PM

To: Wendy Andrade <wandrade@prowerscounty.net>  
Cc: Paula Gonzales <paula.gonzales@prowerscounty.net>, rook@prowerscounty.net

Ok

Sent from my iPhone

On Sep 15, 2023, at 6:48 PM, Wendy Andrade <wandrade@prowerscounty.net> wrote:

I'm good with this also.  
(Quoted text hidden)

Ron Cook <rook@prowerscounty.net> Mon, Sep 18, 2023 at 8:04 AM

To: Paula Gonzales <paula.gonzales@prowerscounty.net>  
Cc: Tom Grasmick <tgrasmick@prowerscounty.net>, Wendy Buxton-Andrade <wandrade@prowerscounty.net>

Works for me. Thank you

Sent from my iPhone

On Sep 15, 2023, at 4:20 PM, Paula Gonzales <paula.gonzales@prowerscounty.net> wrote:

I apologize for not sending this with mine yesterday. I just received it this afternoon.

Attached is an A/P certification for DHS/H3C totaling \$54,137.04 dated 09/19/2023. If approved this will be added to the agenda for September 26, 2023 for ratification. We also request permission to use your stamp to approve this certification.

**PAULA GONZALES**

Finance Director / Budget Officer  
Prowers County Admin Office  
301 South Main St, Suite 215  
Lamar, CO 81052  
paula.gonzales@prowerscounty.net  
(719) 336-8030

<image001.jpg>

From: ro-reply@prowerscounty.net <ro-reply@prowerscounty.net>  
Sent: Friday, September 15, 2023 1:24 PM  
To: Paula <paula.gonzales@prowerscounty.net>  
Subject: Attached Image

<1715\_001.pdf>

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
PAYROLL CERTIFICATION  
MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	09/19/23	66921-66923 & 66925-66933	41,412.67
VOID	09/19/23	66924	0.00
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	09/19/23	8592-8596	12,338.74

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 \$53,751.41 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

September 19, 2023 GRAND TOTAL \$ 53,751.41

DATE 9/19/23 CHAIRMAN  
Wendy D. Buxton-Underwood  
DATE 9/15/23 COMMISSIONER  
Belinda Hernandez  
DATE 9/15/23 COMMISSIONER

9/15/2023 Janie Muep-Miller by  
Belinda Hernandez DIRECTOR

BALANCE AS OF 9/15/23  
\$1,252,054.71

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
PAYROLL CERTIFICATION  
MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	09/19/23	66921-66923 & 66925-66933	41,412.67
VOID	09/19/23	66924	0.00
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	09/19/23	8592-8596	12,338.74

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 \$53,751.41 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

September 19, 2023  
GRAND TOTAL \$ 53,751.41

DATE Wendy Buxton-Andrade CHAIRMAN  
DATE Thomas L. Lamm COMMISSIONER  
DATE \_\_\_\_\_ COMMISSIONER

9/15/2023 Janice Mueya-Mendes by Belinda Hernandez DIRECTOR  
DATE

\$1,252,054.71  
BALANCE AS OF 9/15/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 19, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:  
Mindy Maestas

SALARY

FRINGE

OPERATING

66921-66923 & 66925-66933

41,412.67

WHC SALARY

WHC FRINGE

WHC OPERATING

8592-8596

12,338.74

TOTAL: \$

53,751.41

Information Only

VOIDED CHECKS #'s:

66924

Lanie Mireles by Mindy Maestas  
Lanie Mireles, Director

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

VOIDED CHECK

SEPTEMBER  
2023

CHECK #	REASON FOR VOIDED CHECK	DEPARTMENT
66924	FORGOT TO CHANGE PAPER	DHS



Mindy Maestas  
Office Manager

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	09/19/23	3837-3838	385.63

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 \$385.63 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

September 19, 2023 GRAND TOTAL \$ 385.63

9/15/2023 *Janice Hayes - Weiderb*  
DATE DIRECTOR  
*Belinda Hernandez*  
BALANCE AS OF 9/15/23 \$493,377.94

DATE CHAIRMAN  
DATE COMMISSIONER  
DATE COMMISSIONER

HOTLINE COUNTY CONNECTION CENTER  
 PAYROLL CERTIFICATION  
 MONTH: SEPTEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	09/19/23	3837-3838	385.63

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 \$385.63 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

September 19, 2023 GRAND TOTAL \$ 385.63

DATE	CHAIRMAN
DATE	COMMISSIONER
DATE	COMMISSIONER

9/15/2023 Janice Hayes - Weiler by  
 Felicia Hernandez DIRECTOR

\$493,377.94  
 BALANCE AS OF 9/15/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 19, 2023

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:  
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING

3837-3838

385.63

TOTAL: \$

385.63

Information Only

VOIDED CHECKS #'s:

Lanie Mireles by Mindy Maestas

Lanie Mireles, Director

# PROWERS COUNTY DEPT. OF SOCIAL SERVICES

## Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: CHILD WELFARE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.9.14.23 DRUG TESTING	PROCOM LLC	09/14/23		\$362.00
			INVOICE AD.9.14.23 TOTAL:	\$362.00
AD.9.14.23 AUTO SUPPLIES	GONZALES'S UNLIMITED	09/14/23		\$35.00
			INVOICE AD.9.14.23 TOTAL:	\$35.00
AD.9.14.23 COPIER	GOBIN'S INC.	09/14/23		\$6.99
			INVOICE AD.9.14.23 TOTAL:	\$6.99
AD.9.14.23 WORKERS COMP - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$56.87
			INVOICE AD.9.14.23 TOTAL:	\$56.87
AD.9.14.2023 INS-LIABILITY - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$1,301.38
			INVOICE AD.9.14.2023 TOTAL:	\$1,301.38
AD.09.14.23 BUILDING RENT - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$2,005.94
			INVOICE AD.09.14.23 TOTAL:	\$2,005.94
			EXPENSE ACCOUNT 444.1210 TOTAL:	\$3,768.18
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.9.14.23 WORKERS COMP - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$30.74
			INVOICE AD.9.14.23 TOTAL:	\$30.74
AD.9.14.2023 INS-LIABILITY - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$1,744.70
			INVOICE AD.9.14.2023 TOTAL:	\$1,744.70
AD.09.14.23 BUILDING RENT - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$635.83
			INVOICE AD.09.14.23 TOTAL:	\$635.83
			EXPENSE ACCOUNT 444.1220 TOTAL:	\$2,411.27
EXPENSE ACCOUNT: NEW CASEWORKER				
AD.9.14.23 WORKERS COMP - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$30.74
			INVOICE AD.9.14.23 TOTAL:	\$30.74



<b>EXPENSE ACCOUNT: TANF FRAUD</b>			INVOICE AD.09.14.23 TOTAL:	\$426.04
AD.9.14.23			EXPENSE ACCOUNT 444.2300 TOTAL:	\$1,139.07
WORKERS COMP - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		
AD.9.14.2023			INVOICE AD.9.14.23 TOTAL:	\$15.37
INS-LIABILITY - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$15.37
			INVOICE AD.9.14.2023 TOTAL:	\$621.87
			EXPENSE ACCOUNT 444.4125 TOTAL:	\$637.24
<b>EXPENSE ACCOUNT: TANF</b>				
AD.9.14.23	DELOACH'S WATER CONDITIONING	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$44.00
OFFICE SUPPLIES				\$44.00
AD.9.14.23	BUSINESS SOLUTIONS LEASING	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$72.80
COPIER				\$72.80
AD.9.14.23	GOBIN'S INC.	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$6.99
COPIER				\$6.99
AD.9.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$115.28
WORKERS COMP - 3RD QTR				\$115.28
AD.9.14.2023	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.2023 TOTAL:	\$3,109.37
INS-LIABILITY - 3RD QTR				\$3,109.37
AD.09.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.09.14.23 TOTAL:	\$1,297.44
BUILDING RENT - 3RD QTR			EXPENSE ACCOUNT 444.4200 TOTAL:	\$4,645.88
<b>EXPENSE ACCOUNT: FS FRAUD</b>				
AD.9.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$15.37
WORKERS COMP - 3RD QTR			EXPENSE ACCOUNT 444.4400 TOTAL:	\$15.37
<b>EXPENSE ACCOUNT: EMPLOYMENT FIRST</b>				
AD.9.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$30.74
WORKERS COMP - 3RD QTR				\$30.74
AD.9.14.2023	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	\$30.74
				\$30.74

INS-LIABILITY - 3RD QTR

**EXPENSE ACCOUNT: ADMIN**

AD.9.14.23  
COPIER

BUSINESS SOLUTIONS LEASING

09/14/23

INVOICE AD.9.14.2023 TOTAL: \$1,036.47  
EXPENSE ACCOUNT 444.6300 TOTAL: \$1,067.21

AD.9.14.23  
COPIER

GOBIN'S INC.

09/14/23

INVOICE AD.9.14.23 TOTAL: \$72.81

AD.9.14.23  
CYMA

KERR CONSULTING & SUPPORT

09/14/23

INVOICE AD.9.14.23 TOTAL: \$265.78

AD.9.14.23  
WORKERS COMP - 3RD QTR  
WORKERS COMP - 3RD QTR  
WORKERS COMP - 3RD QTR

PROWERS CO BRD OF COMMISSIONER

09/14/23

INVOICE AD.9.14.23 TOTAL: \$63.34

AD.9.14.2023  
INS-LIABILITY - 3RD QTR  
INS-LIABILITY - 3RD QTR  
INS-LIABILITY - 3RD QTR

PROWERS CO BRD OF COMMISSIONER

09/14/23

INVOICE AD.9.14.23 TOTAL: \$375.08

AD.09.14.23  
BUILDING RENT - 3RD QTR

PROWERS CO BRD OF COMMISSIONER

09/14/23

INVOICE AD.9.14.2023 TOTAL: \$8,048.32

AD.9.14.23  
COPIER

GREAT AMERICAN FINANCIAL SVCS

09/14/23

INVOICE AD.09.14.23 TOTAL: \$9,918.36

**EXPENSE ACCOUNT: ADULT PROTECTION**

AD.9.14.23  
WORKERS COMP - 3RD QTR

PROWERS CO BRD OF COMMISSIONER

09/14/23

INVOICE AD.9.14.23 TOTAL: \$126.49  
EXPENSE ACCOUNT 444.7000 TOTAL: \$18,870.18

**EXPENSE ACCOUNT: CHILD SUPPORT**

AD.9.14.23  
COPIER

GOBIN'S INC.

09/14/23

INVOICE AD.9.14.23 TOTAL: \$21.52  
EXPENSE ACCOUNT 444.7010 TOTAL: \$21.52

AD.9.14.23  
WORKERS COMP - 3RD QTR

PROWERS CO BRD OF COMMISSIONER

09/14/23

INVOICE AD.9.14.23 TOTAL: \$3.50

\$153.71

AD.9.14.2023	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$153.71</u>
INS-LIABILITY - 3RD QTR				
				<u>\$3,253.42</u>
AD.09.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.2023 TOTAL:	<u>\$3,253.42</u>
BUILDING RENT - 3RD QTR				
				<u>\$1,007.95</u>
			INVOICE AD.09.14.23 TOTAL:	<u>\$1,007.95</u>
			EXPENSE ACCOUNT 444.8000 TOTAL:	<u>\$4,418.58</u>
<b>EXPENSE ACCOUNT: WHC</b>				
AD.9.14.23	KERR CONSULTING & SUPPORT	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$63.33</u>
WHC - CYMA				<u>\$63.33</u>
AD.9.14.23	GREAT AMERICAN FINANCIAL SVCS	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$126.50</u>
COPIER				<u>\$126.50</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$189.83</u>
<b>EXPENSE ACCOUNT: FAMILY VOICE</b>				
AD.9.14.23	SHARON MAUCH	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$142.50</u>
FAMILY VOICE PROJECT				<u>\$142.50</u>
			EXPENSE ACCOUNT 444.9018 TOTAL:	<u>\$142.50</u>
<b>EXPENSE ACCOUNT: FATHERHOOD</b>				
AD.9.14.23	GOBIN'S INC.	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$24.48</u>
COPIES				<u>\$24.48</u>
AD.9.14.23	PROWERS CO BRD OF COMMISSIONER	09/14/23	INVOICE AD.9.14.23 TOTAL:	<u>\$30.74</u>
WORKERS COMP - 3RD QTR				<u>\$30.74</u>
			EXPENSE ACCOUNT 444.9086 TOTAL:	<u>\$55.22</u>
			REPORT TOTAL:	<u>\$41,412.67</u>

# Welcome Home Center

## Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.9.14.23 MAINTENANCE	ART'S LOCK SERVICE	09/14/23		\$265.00
			INVOICE AD.9.14.23 TOTAL:	<u>\$265.00</u>
AD.9.14.23 SUPPLIES	MY WHOLESale PRODUCTS	09/14/23		\$991.25
			INVOICE AD.9.14.23 TOTAL:	<u>\$991.25</u>
AD.9.14.23 MAINTENANCE	DELOACH'S WATER CONDITIONING	09/14/23		\$38.00
			INVOICE AD.9.14.23 TOTAL:	<u>\$38.00</u>
AD.9.14.23 PROPERTY & LIABILITY INS - 3RD QTR VEHICLE INS - 3RD QTR WORKERS COMP - 3RD QTR	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$4,836.81
				\$174.60
				\$452.75
			INVOICE AD.9.14.23 TOTAL:	<u>\$5,464.16</u>
AD.09.14.23 WHC RENT - 3RD QTR 2023	PROWERS CO BRD OF COMMISSIONER	09/14/23		\$5,580.33
			INVOICE AD.09.14.23 TOTAL:	<u>\$5,580.33</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$12,338.74</u>
			REPORT TOTAL:	<u><u>\$12,338.74</u></u>

### H3C

#### Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42011	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.9.14.23 IT SUPPORT	KERR CONSULTING	09/14/23		\$63.33
			INVOICE AD.9.14.23 TOTAL:	\$63.33
			EXPENSE ACCOUNT 42011 TOTAL:	\$63.33
 EXPENSE ACCOUNT: 42030				
AD.9.14.23 VEHICLE INSURANCE - 3RD QTR	PROWERS COUNTY	09/14/23		\$87.30
			INVOICE AD.9.14.23 TOTAL:	\$87.30
			EXPENSE ACCOUNT 42030 TOTAL:	\$87.30
 EXPENSE ACCOUNT: 42040				
AD.9.14.23 WORKERS COMP - 3RD QTR	PROWERS COUNTY	09/14/23		\$235.00
			INVOICE AD.9.14.23 TOTAL:	\$235.00
			EXPENSE ACCOUNT 42040 TOTAL:	\$235.00
			REPORT TOTAL:	\$385.63