

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
AUGUST 26, 2025**

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

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

WORK SESSION

9:00 a.m. Abbie Campbell, Prowers County Treasurer
- Updates

9:30 a.m. BOCC - Staff Work Session
Doug Harbour - 9-11 Tribute
Lisa Schlotterhausen - Grant Discussion
Paula Gonzales, Budget and Finance Director
-Six month actuals

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

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any, for all County Funds and DHS Funds, which include WHC and H3C Funds
3. Consider Approval of August 12, 2025 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.

PUBLIC HEARING

A & B Water Association

Public Hearing Re: Submission for CDBG Application

UPDATES

Don Wilson, County Administrator

County Administrator update

Rose Pugliese, Esq.

County Attorney update

ACTION ITEMS:

1. Consider approval of a Memorandum of Understanding Agreement between Prowers County, Colorado and A & B Water Association to submit a Community Development Block Grant (CDBG) Application in the amount of \$100,000.00 for Design Engineering and Environmental Clearance with a potential submission of a Construction Grant in the amount of \$600,000.00 from DOLA, Prowers County will only act as the sponsor of said Grant to enable Grant Funding of the Project.
2. Consider ratifying 8-7-2025 email poll approval for the corrected amount of \$24,169.63 regarding the De-obligation Letter for funds pertaining to the Single-Family Owner-Occupied Rehabilitation Loan Program, CDBG that was previously approved on July 22, 2025.
3. Consider approval of Memorandum of Agreement for School Health Services for Eads School District, 2025-2026 in the amount of \$13,990.75 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.
4. Consider approval of Memorandum of Agreement for School Health Services for McClave School District, 2025-2026 in the amount of \$13,788.18 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.

5. Consider approval of Memorandum of Agreement for School Health Services for Granada School District, 2025-2026 in the amount of \$14,916.74 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.
6. Consider approval of the Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged Program for Baca, Cheyenne, Kiowa, and Prowers County and authorizing Board Chairman, Ron Cook and Human Services Director, Lanie Meyers-Mireles to execute the Agreement.
7. Consider approval of appointing one (1) Member to the Deadman Drainage District for a position on the Board that will expire August 2029.
8. Consider approval of appointing one (1) Member to the Bristol-Granada Cemetery District for the Board to fill a term that will expire August 2027.
9. Consider approval of Purchase of Services Contract between Prowers County Department of Human Services and Marcus Abitia effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.
10. Consider approval of Purchase of Services Contract between Prowers County Department of Human Services and Scott Crampton effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.
11. Consider approval of Purchase of Services Contract between Prowers County Department of Human Services and Keith Nidey effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.
12. Consider approval of Purchase of Services Contract between Prowers County Department of Human Services and Jayson Loveland effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.
13. Consider approval of Credit Card Authorization request for Welcome Home Child & Family Development Center with a limit of \$5,000 and reduction of limit for Jill Hoppers card from \$2,500 to \$1,500.
14. Consider approval of a Resolution for agreement between Prowers County, Colorado and Bent County, Colorado establishing the McClave Water Authority to be located in Bent County.
15. Consider approval of McClave Water Authority establishing a Contract between Bent County and Prowers County who are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities.
16. Consider approval of a Resolution for agreement between Bent County, Colorado and Prowers County, Colorado establishing the May Valley Water Authority, to be located in Bent County.

17. Consider approval of May Valley Water Authority establishing a Contract and authorizing Prowers County Board Chairman, Ron Cook, to execute the document.
18. Consider approval of a Memorandum of Understanding (MOU) between Prowers Area Transit (PATs), a department of Prowers County, Colorado and Alta Vista Charter School (School) for transportation services for the School's parents who register their children for this service during the 2025-2026 school year.
19. Consider approval of Certification of Cost Allocation Plan for the year ending December 31, 2024.
20. Consider ratifying 8-12-2025 verbal poll approval of submitting 2026 CDOT 5311 Grant Application on behalf of Prowers Area Transit (PATs) Department.
21. Consider approval of the 2025 Intergovernmental Agreement between Prowers County Public Health and Environment and Kiowa County to receive public health services from Prowers County.
22. Consider ratifying 8-19-2025 email poll approval for payment of bills presented for County General Fund A.P, in the amount of \$125,871.97, less three (3) voided checks of \$2,977.80 for a total Certification of \$122,894.17, DHS Fund A.P. in the amount of \$8,925.92, and H3C Fund A.P. in the amount of \$1,217.12, all with a Certification date of August 26, 2025 and authorizing the use of the Commissioner's signature stamps.
23. Consider ratifying 8-14-2025 email poll approval of a Letter of Support sent to Stephanie Gonzales, SECED Director for efforts to re-designation SECED of its dual status as an Enterprise Zone and the Enhanced Rural EZ status, authorizing the use of the Commissioner signature stamps.
24. Consider ratifying 8-14-2025 email poll approval of a Letter of Support regarding Southeast Colorado Regional Housing Authority (SECRHA) Application for DOLA's Scattered Site Home Ownership Program to help with future development of affordable housing in the region and requesting the use of the Commissioner's signature stamps.
25. Consider approval of 2026 5311 CDOT Grant Proposed Award Summary totaling \$235,949 with a county local match total of \$187,069.00 for Prowers Area Transit and authorizing County Finance Director, Paula Gonzales to accept the Proposed Grant Award Summary electronically.
26. Consider approval for acknowledging the issuance of a Special Event Liquor Permit for BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for September 13, 2025, located at 28157 Hwy 287, Lamar, CO.
27. Consider ratifying 8-19-2025 email poll approval of a Letter of Support sent to National RTAP in support of Southeast Colorado Enterprise Development, Inc. and their application for the RTAP Community Rides Grant Program and in strong support of SETran Marketing Initiative's efforts to improve mobility through transit solutions.

28. Consider approval of accepting a renewal quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Virtru for Email Platform subscriptions through SIPA for year one of a three year term starting 10/23/2025 and ending 10/22/2028 for a total of \$37,223.63, and authorizing Chairman Ron Cook to execute the document.
29. Consider approval of accepting a quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for year three of the three year agreement beginning 9/20/2023 to 9/19/2026 for a total of \$38,690.03 and authorizing Chairman Ron Cook to execute the document.
30. Consider approval of Inter-Agency Partnership Memorandum of Understanding between Kit Carson County Department of Public Health and Environment and Prowers County Public Health regarding WIC Program services and authorizing BOCC Chairman, Ron Cook and Public Health Director, Meagan Hillman to execute the MOU.
31. Consider approval of Subdivision Exemption request by Jesus Lozoya Mendoza, Cesar and Angela Chacon in the S½SE¼N¼, in Section 36, Township 22, Range 44. The application request is to move the property line lying between Tract #1 and Tract #2, to increase the acreage for Tract #1 by 1/10 of an acre from 0.87 acres to 0.97 acre, and decrease the acreage for Tract #2 by 1/10 of an acre from 1.42 acres to 1.32 acres. The application was approved by the Planning Commission on August 20, 2025.
32. Consider approval of the final Subdivision Exemption Final Plat Map for Jesus Lozoya Mendoza, Cesar Chacon, and Angela Chacon. The application was approved by the Planning Commission on August 20, 2025 and by the BOCC on August 26, 2025. Minor Subdivision for a Third Amended Second Subdivision in the S½SE¼NW¼, in Section 36, Township 22, Range 47 west, the 6th P.M., The application request is to move the property line lying between Tract #1 and Tract #2 to increase the acreage for Tract #1 by 1/10 of an acre from 0.87 acres to 0.97 acre and decrease the acreage for Tract #2 by 1/10 of an acre from 1.42 acres to 1.32 acres, to be recorded in the County Clerk's Office.
33. Consider approval of the final Subdivision Exemption Plat map for Gary G. Hunter Revocable Trust. The application request was approved by the Planning Commission on June 11, 2025 and on June 24, 2025 by the BOCC. Minor Subdivision for a First Subdivision in the SW1/4SW1/4 in Section 36, Township 25, Range 42 west, the 6th P.M. subdividing 12.40 acres, to be recorded in the County Clerk's Office.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Contract between Wholehearted Connections and Prowers County Department of Public Health and Environment and authorizing Public Health Director, Meagan Hillman to execute the Contract.

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions for litigation updates.

ADJOURN

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

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 8-19-2025

Return Originals to: Don Wilson, County Administrator

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Memorandum of Understanding Agreement between Prowers County, Colorado and A & B Water Association to submit a Community Development Block Grant (CDBG) Application in the amount of \$100,000.00 for Design Engineering and Environmental Clearance with a potential submission of a Construction Grant in the amount of \$600,000.00 from DOLA, Prowers County will only act as the sponsor of said Grant to enable Grant Funding of the Project.

Justification or Background:

Prowers County will be a pass through for the grant.

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):

MEMORANDUM OF UNDERSTANDING

PROWERS COUNTY

AND

A&B WATER ASSOCIATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between: Prowers County, Colorado, a governmental agency, 301 S. Main, Suite 215, Lamar, CO 81052 (hereinafter referred to as the "County"), and A&B Water Association, a nonprofit organization, PO Box 61, Holly, CO 81047 (hereinafter referred to as the "Association");

WHEREAS, the Association is in the process of developing a Water System Improvement project within the corporate limits of its service area, commonly known and referred to as Water System Improvement project (the "Project"); and

WHEREAS, in conjunction with the Project, the County will submit a grant application and agreed to act as a sponsor of a Community Development Block Grant ("CDBG") in the amount of \$100,000 for Design Engineering and Environmental Clearance (DEEC) with a potential of the submission of a Construction grant submission in the amount of \$600,000 (the "Grant") from the Department of Local Affairs, an agency of the State of Colorado, ("DOLA"); and

WHEREAS, Prowers County will execute the primary contract with DOLA after the required precontractual requirements are met within the approved Scope of Services that Prowers County, as contractor, "expect to carryout a major portion of the Project activities through the A&B Water Association, an eligible sub-recipient of Community Development Block Grant funds; who will own the water system improvements;" and

WHEREAS, it is both necessary and desirable for Prowers County to enter into this Agreement with A&B Water Association for purposes of setting forth the relative responsibilities of the parties with respect to the planning, development, and construction of the Project, and the expenditure of Grant funds in conjunction therewith; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. In consideration of Prowers County's willingness to act as the sponsor of the CDBG Grant and to enable Grant funding of the Project, A&B Water Association agrees as follows:
 - (a) A&B Water Association agrees that it shall manage, develop, and carry out construction of the project in conformity with all applicable building, zoning, and development regulations. The Project will be owned by A&B Water Association.
 - (b) A&B Water Association agrees to maintain and keep the property in a good and orderly condition and utilize it as a Water System Improvements within the A&B Water Association boundaries.
 - (c) A&B Water Association shall provide to Prowers County copies of all correspondence received from or sent to DOLA related to the utilization or expenditure of Grant funds as referenced in this contract, within the Grant application, or within any agreements with DOLA.
 - (d) A&B Water Association shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the most current edition of the Community Development Block Grant Housing Guidebook.

MEMORANDUM OF UNDERSTANDING

- (e) A&B Water Association, in connection with this Project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in the DOLA "Guidebook for Public Facilities and Construction Projects" with respect to environmental protection, civil rights, property acquisition, relocation, labor and construction and project close-out.
 - (f) A&B Water Association agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for Project activities and in the amounts budgeted under the Project responsibilities required by and set forth within Prowers County's contract with DOLA (Project No. TBD) as amended.
 - (g) A&B Water Association agrees to follow and be bound by the "Residential Anti-displacement and Relocation Assistance Plan for the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME).
 - (h) A&B Water Association shall be responsible for the same audit requirements as Prowers County, as specified in Prowers County's contract with DOLA. A&B Water Association shall provide Prowers County with a copy of the annual audit report as required under the Single Audit Act of 1984, as amended in 1996, if required. If Prowers County is required to have a Single Audit annually as a result of this project or the receipt of other federal funds this requirement must also be met by A&B Water Association.
2. A&B Water Association agrees to prepare all quarterly financial and performance reports, as required under the CDBG Guidelines and shall provide copies of such reports to Prowers County in a timely manner.
 3. A&B Water Association shall prepare all requests for payment, which requests shall then be forwarded to Prowers County along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a draw down of funds. After review, A&B Water Association shall forward the request to DOLA for payment. Upon receipt of payment, Prowers County shall forward the funds to A&B Water Association. A&B Water Association shall retain documentation evidencing that such funds were appropriately expended on the Project, and copies of checks and payment of bills by A&B Water Association shall be provided to Prowers County for its permanent records. If A&B Water Association receives an advance of CDBG funds from the State, A&B Water Association shall be required to submit copies of invoices, check copies, purchase orders or similar evidence of indebtedness to substantiate any draw down of CDBG funds from Prowers County.
 4. Prior to any request for reimbursement for authorized activities to be funded under the Community Development Block Grant, A&B Water Association shall have in place all financing for the Project inclusive of construction financing, permanent financing, and any bridge loans, as required.
 5. A&B Water Association shall provide certification to Prowers County and to DOLA that the selection of contractors and purchase of materials to accomplish the project shall follow and be in accordance with the appropriate procurement standards to the Community Block Grant Guidebook.
 6. A&B Water Association's request for final payment shall be submitted in accordance with the provisions set forth in the contract between Prowers County and DOLA, pertaining to Project No. TBD.
 7. A&B Water Association agrees to comply with all other terms, conditions and obligations pertaining to the ownership, development, construction and management of the Project as required under any contractual documents executed by Prowers County with DOLA or the State of Colorado. In the event there is any liability accruing from inappropriate

MEMORANDUM OF UNDERSTANDING

expenditure of Grant funds by A&B Water Association, other than as a result of the negligence of Prowers County, A&B Water Association agrees to be responsible therefore.

8. Association shall defend, indemnify and hold County free and harmless from and against any and all liability, demands, claims, damages, suits, judgments, and decrees, costs, expenses and attorneys' fees, on account of injury to or death of any person or damage to any property arising out of or related to Association's performance of services and obligations hereunder, including, without limitation, its intentional or negligent acts, errors or omissions, by itself, its agents, officers, servants, and employees, subcontractors or assignees.
9. It is the intent of this Agreement to assure that all contractual obligations concerning the ownership, development, construction, and management of the Project shall be accomplished by A&B Water Association, and that the role of Prowers County in conjunction with said Project, other than planning and development approval, shall be limited to making application for the Community Development Block Grant funds and acting as a conduit for the authorized expenditure of such funds in accordance with the contractual documents.
10. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the existing contracts pertaining to Project No. TBD involving DOLA and the State of Colorado.
11. The terms of this Agreement shall be binding upon the representative parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

A&B WATER ASSOCIATION

By: Lenny Thompson, President

Attest: _____

PROWERS COUNTY

By: Ron Cook, Chair of the County
Commissioners

Attest: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 8/7/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 8-7-2025 email poll approval for the corrected amount of \$24,169.63 regarding the De-obligation Letter for funds pertaining to the Single-Family Owner-Occupied Rehabilitation Loan Program, CDBG that was previously approved on July 22, 2025.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):



Board of County Commissioners

Prowers County

301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

August 7, 2025

Christine Peterson, Asset Manager
Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 500
Denver, CO 80203

Re: De-obligation of Funds for Contract Number H0CDB20007 for Prowers County SFOO

Dear Ms. Peterson:

Prowers County – Southeast Colorado Enterprise Development has a contract with the Colorado Department of Local Affairs for the Prowers County Single-Family Owner-Occupied Rehabilitation Loan Program that expired on March 31, 2023. We are requesting that the following funds be de-obligated from project delivery for unspent funds that were not funded as of March 31, 2023.

De-obligation Project Delivery Costs (\$24,169.63)

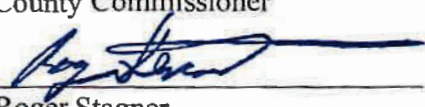
If you have any comments and/or questions, please do not hesitate to call the Commissioners' admin office at 719-336-8025.

Sincerely,

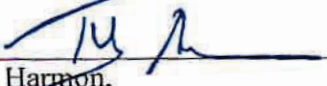
PROWERS COUNTY BOARD OF COMMISSIONERS



Ron Cook,
County Commissioner



Roger Stagner,
County Commissioner



Ty Harmon,
County Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:08/11/2026

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: ASAP

Item Title/Recommended Board Action: Consider approval of Memorandum of Agreement for School Health Services for Eads School District 2025-2026 in the amount of \$13,990.75 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.

Justification or Background: This is the renewal of our usual agreement to provide the school nurses for Eads.

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

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

Approved by the County Attorney on: 8-15-2025

Additional Approvals (if required):

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

THANK YOU!

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.prowerscounty.net

**SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT**

For school health/nursing service to Eads School District, the district agrees to reimburse Prowers County Public Health and Environment \$13990.75 for the 2025-2026 school year. The terms of this agreement shall be from August 1, 2025 - May 31, 2026 and will include the services as described:

Dates of service: August 1, 2025 — May 31, 2026

Nursing services on site at Eads School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 7.5 hours per day every week (240 hours)	\$7,840.80
RN - 5 hours per month (50 hours)	\$2,195.00
Public Health Director -1 hour per month (10 hours)	\$671.10
 Mileage 1024 miles @ \$0.70 per mile	 \$716.80
School nurse conference	\$ 700.00
PCPHE certified 2024 indirect rate 15.4%	\$1,867.05
 Total cost of school nursing services	 \$13,990.75

Service days will equal 7.5 hours per day (from 8:00 a.m.to 4:00 p.m.) with 1/2 hour lunch break.

Annual student health screenings will be scheduled and completed before October 31, 2025. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to Eads School includes:

- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff. Creating easier services to the community and increased school immunization rates.
- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for Eads school.
- Cross trained staff available in the event of a "school nurse" absence.
- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.
- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.
- All communications to parents, students, or community members must be approved by the Administration of Eads Schools, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

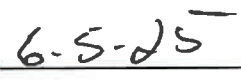
Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2025, in the amount of \$6,995.37. The second payment will be due by February 15, 2026 for the remaining amount of \$6,995.28 for a total payment of \$13990.75 for the 2025-26 school year. Either party can terminate this agreement with 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, CPH, Director

Date



Glenn Smith, Superintendent



Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:08/11/2025

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Memorandum of Agreement for School Health Services for McClave School District 2025-2026 in the amount of \$13,788.18 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.

Justification or Background: This is the renewal of our usual agreement to provide the school nurses for McClave.

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

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

Approved by the County Attorney on: 8/15/25

Additional Approvals (if required):

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

THANK YOU!

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.prowerscounty.net

**SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT**

For school health/nursing service to McClave School District, the district agrees to reimburse Prowers County Public Health and Environment \$13788.18 for the 2025-2026 school year. The terms of this agreement shall be from August 01, 2025 - May 31, 2026 and will include the services as described:

Dates of service: August 1, 2025 — May 31, 2026.

Nursing services on site at McClave School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 6.5 hours per day every week (208 hours)	\$6,795.36
RN - 6.5 hours per month (65 hours)	\$2,853.50
Public Health Director – 1 hour per month (10 hours)	\$671.10
Mileage 1326 miles @ \$0.70 per mile	\$928.20
School nurse conference	\$ 700.00
PCPHE certified 2024 indirect rate 15.4%	\$1,840.02
Total cost of school nursing services	<u>\$13,788.18</u>

Service days will equal 6.5 hours per day (from 8:30 a.m. to 3:30 p.m.) with 1/2 hour lunch break.

Annual student health screenings will be scheduled and completed before October 31, 2025. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to McClave School includes:

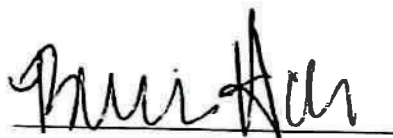
- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff to increase access to the community and increased school immunization rates.
- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for McClave School.
- Cross trained staff available in the event of a "school nurse" absence.
- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.
- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.
- All communications to parents, students, or community members must be approved by the Administration of McClave School, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

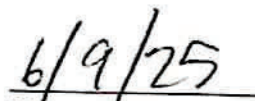
Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2025, in the amount of \$6894.09. The second payment will be due by February 15, 2026 for the remaining amount of \$6894.09, for a total payment of \$13,788.18 for the 2025-2026 school year. Either party can terminate this agreement but the party wishing to terminate must give 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, CPH, Director

Date



Brianne Howe, Superintendent



Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:08/11/2025

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Memorandum of Agreement for School Health Services for Granada School District, 2025-2026 in the amount of \$14,916.74 and authorizing Public Health Director, Meagan Hillman to execute the Agreement.

Justification or Background: This is the renewal of our usual agreement to provide the school nurses for Granada.

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

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

Approved by the County Attorney on: 8-15-25

Additional Approvals (if required):

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

THANK YOU!

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

www.prowerscounty.net

**SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT**

For school health/nursing service to Granada School District, the district agrees to reimburse Prowers County Public Health and Environment \$14,916.74 for the 2025-2026 school year. The terms of this agreement shall be from August 01, 2025 - May 31, 2026 and will include the services as described:

Dates of service: August 1, 2025 — May 31, 2026

Nursing services on site at Granada School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 6.5 hours per day every week (208 hours)	\$6,795.36
RN - 6.5 hours per month (65 hours)	\$2,853.50
Public Health Director – 2 hours per month (20 hours)	\$1,342.20
Mileage 1764 miles @ \$0.70 per mile	\$1,234.80
School nurse conference	\$ 700.00
PCPHE certified 2024 indirect rate 15.4%	\$1,990.58
Total cost of school nursing services	\$14,916.74

Service days will equal 6.5 hours per day (from 8:30 a.m.to 3:30 p.m.) with 1/2 hour lunch break.

Annual student health screenings will be scheduled and completed before October 31st, 2025. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to Granada School includes:

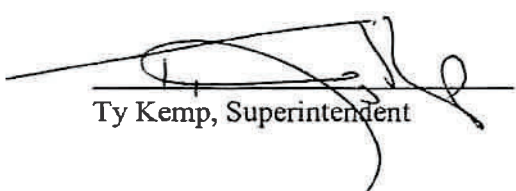
- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff to increase access for the community and increase school immunization rates.
- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for Granada school.
- Cross trained staff available in the event of a "school nurse" absence.
- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.
- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.
- All communications to parents, students, or community members must be approved by the Administration of Granada Schools, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2025, in the amount of \$7,458.37 The second payment will be due by February 15, 2026 for the remaining amount of \$7,458.37, for a total payment of \$14,916.74 for the 2025-2026 school year. Either party can terminate this agreement but the party wishing to terminate must give 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, CPH, Director

Date



Ty Kemp, Superintendent

7-9-2025
Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 7/3/25

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 the Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged Program for Baca, Cheyenne, Kiowa, and Prowers County and authorize the Board Chairman and Human Services Director to execute the agreement.”

Justification or Background:

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

County: _____

Federal: \$ _____

State:

Other: \$ _____

Approved by the County Attorney on: 8-15-2025

Additional Approvals (if required):

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

THANK YOU!



Kiowa County Public Health Agency

P. O. Box 414

1309 Maine Street Eads, CO 81036

Phone: (719) 438-5782 Fax: (719) 438-2208

Kiowa County Public Health INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County

I. Background/Legal Authority

In 2004, a group of Colorado State Legislators established the Collaborative Management Program (CMP) to encourage and incentivize collaboration on behalf of multi-system youth. Also known as HB04-1451, the CMP defined a county level framework for collaboration whereby mandated providers must partner through a Memorandum of Understanding (MOU) and create an Interagency Oversight Group (IOG). These mandated partners include the following: Department Human Services, Division of Youth Services, Public Health, Mental Health, Domestic Abuse Provider, Regional Accountable Entity, Managed Service Organization, School District(s), and Judicial/Probation.

In September 2014, the identified mandatory partners in Baca, Cheyenne, Kiowa, and Prowers counties each formed an Interagency Oversight Group (IOG) also known as the About Families and Communities Engaged (About F.A.C.E. IOG), for their respective counties, to provide services to children and families who would benefit from integrated multi-agency services.

Colorado Revised Statute 24-1.9-104(3)(a): On and after July 1, 2005, the executive director of the department of human services shall allocate the money in the fund, and any general fund money appropriated for this purpose, to parties to a memorandum of understanding who have agreed to collaborative management pursuant to section 24-1.9-102. The executive director of the department of human services shall:

(I) Beginning July 1, 2023, distribute additional funds appropriated for the 2023-24 state fiscal year to the fund to existing collaborative management programs pursuant to the funding formula in place on June 30, 2023;

(II) Beginning July 1, 2024, provide an annual sum to each local collaborative management program to provide services to children who would benefit from integrated multi-agency services, including children who have had contact with law enforcement or who are at risk of involvement with the juvenile justice system. For the 2024-25 state fiscal year and each state fiscal year thereafter, the amount of the sum provided to each local collaborative management program must be determined through a funding formula that considers:

(A) The amount of money available in the fund;

(B) the need for a base of resources to direct a child and the child's family members to appropriate services; and

(C) the number of children in the population to be served, as defined by the memorandum of understanding pursuant to section 24-1.9-102, in each county or region.

II. Purpose

This Intergovernmental Agreement (IGA) is made between Kiowa County Public Health and the County Departments of Human/Social Services of Baca, Cheyenne, Kiowa, and Prowers for the purpose of employing and administrating each of the counties About F.A.C.E. CMP.

The said counties have entered into this Intergovernmental Agreement (IGA), which shall be in effect from July 1, 2025 through December 31, 2026 to provide fiscal oversight for the operations and employment of the About F.A.C.E. CMP Coordinator in Baca, Cheyenne, Kiowa, and Prowers Counties.

III. Deliverables

A. Department of Human/ Social Service responsibilities:

1. Transfer CMP incentive funds to Kiowa County Public Health. Each county will provide timely contributions to the Operations Budget, as agreed upon by the IOG's and as invoiced by Kiowa County Public Health.
2. Actively participate in monthly IOG meetings.
3. Participate in ISST meetings.
4. Ensure all statutorily required data is provided to the CMP Coordinator.
5. Provide Coordinator information needed to complete the annual CMP report.
6. Submit monthly financial reports by the second Wednesday of each month outlining expenditures and present this up-to-date report at each IOG meeting.
7. Only expend CMP funds that have been approved through the IOG, ISST request and Financial Subcommittee review.
8. Maintain financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.

B. Kiowa County Public Health/CMP Coordinator responsibilities:

1. Provide supervision and guidance to the About F.A.C.E. CMP Coordinator.
2. Ensure the CMP Coordinator is up to date on any relevant training.
3. Provide a program report to the IOG's at each regular meeting to include an Operations Budget report, the number of clients served, progress and activity, and stakeholder outreach.
4. Coordinate and review the annual MOU with each participating mandatory partner for each county and submit the Draft MOU's to CDHS by May 1st of

each year for review. The final MOU with signatures will be submitted to CDHS by June 30th of each year.

5. Complete the CMP annual report and submit the approved report to the Colorado Department of Human Services by July 31st of each year, and present it to the IOG at the following regular monthly meeting each year.
6. Ensure all aspects of the deliverables are completed.
7. Review and analysis of:
 - a. Individual performance of the About F.A.C.E. Coordinator to ensure the quality of the services being provided and the effectiveness of those services are addressing the needs of the families and service coordinators involved in the program.
 - b. Current program information to determine the extent to which the About F.A.C.E. Coordinator achieves established contractual goals.
 - c. Manage any performance issues and develop interventions that will resolve concerns.
 - d. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
 - e. Kiowa County will bill a maximum indirect rate of 20.35% for the 2025 State Fiscal Year, which is subject to change annually in 2026.
8. Monitor to ensure that the requirements of the contract document, meet Federal, State, and County regulation policies.

IV. Duration and Terms of Agreement

This agreement becomes effective upon signature approval of all parties for a period of one year. This agreement can be terminated at any time within the year if thirty (30) days written notice is given. Renewal of this agreement will occur on an annual basis by approval of all parties and contingent upon available funding.

In the event that any of the About F.A.C.E. IOG's are dissolved due to the departure of a mandatory member, as defined by statute, an emergency meeting of the IOG members will be called within seven (7) days to vote upon distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of 51% of the remaining members.

V. Revisions or Amendments

This agreement may be revised or amended only by the signatures of the parties to the agreement or their official successors.

(Four signature pages to follow this page.)

7.24, 2025.

Howard Roberts
Donald Oswald, Chairman
Howard Roberts, on behalf of
Donald Oswald

7/24/25
Date

Meagan L. Hillman, Director

Date 7-24-25

Audrey Johnson, Director

Date _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

7.24, 2025.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Howard Roberts on behalf of
Donald Oswald, Chairman 7/24/25
Date
Howard Roberts

KIOWA COUNTY PUBLIC HEALTH:

Meagan L. Hillman
Meagan L. Hillman, Director 7-24-25
Date

BOARD OF COUNTY COMMISSIONERS OF BACA COUNTY:

Troy Bishop, Chairman Date

BACA COUNTY DEPARTMENT OF SOCIAL SERVICES:

Jona Mills, Director Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

7.24, 2025.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Howard Robertson, on behalf of Donald Oswald, Chairman 7/24/25
Date
Howard Robertson

KIOWA COUNTY PUBLIC HEALTH:

[Signature] 7-24-25
Meagan L. Hillman, Director Date

BOARD OF COUNTY COMMISSIONERS OF CHEYENNE COUNTY:

Ronald R. Smith, Chairman Date

CHEYENNE COUNTY DEPARTMENT OF HUMAN SERVICES:

Jane Tallman, Director Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

7.24, 2025.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Howard Roberts on behalf of
Donald Oswald, Chairman 7/24/25
Date
Howard Roberts

KIOWA COUNTY PUBLIC HEALTH:

[Signature]
Meagan L. Hillman, Director 7.24.25
Date

BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY:

Ron Cook, Chairman Date _____

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

Lanie Meyers-Mireles, Director Date _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

7.24, 2025.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Howard Robato, on behalf of
Donald Oswald, Chairman 7/24/25
Date
Howard Robato

KIOWA COUNTY PUBLIC HEALTH:

[Signature]
Meagan L. Hillman, Director Date 7.24.25

BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY:

Ron Cook, Chairman Date _____

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

Lanie Meyers-Mireles, Director Date _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-26-25

Submitter: Administration Office

Submitted to the County Administration Office on: 08-18-2025

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Deadman Drainage District for a position on the Board that will expire August 2029.

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: 8-26-25

Submitter: Administration Office

Submitted to the County Administration Office on: 08-18-2025

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Bristol-Granada Cemetery District for the Board to fill a term that will expire August 2027.

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: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/13/25

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 Purchase of Services Contract between Prowers County Department of Human Services and Marcus Abitia effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.”

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 8-15-2025

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 11th day of August, 2025 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 South Main Street, Lamar, CO 81052 and Marcus Abitia, hereinafter referred to as "Independent Contractor", whose address is , Lamar, CO 81052.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.

2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 08/11/25 (attached hereto as Exhibit A).

3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.

4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.

5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.

6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County.

Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County is contingent upon available appropriations.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

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

16. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chair

By _____
Roger Stagner, Vice-Chairman

By _____
Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

By M. J. [Signature]
Contractor's Signature

Date signed: August 11 25

Statement of Work

The following provisions shall be added to the Services Contract:

1. The Independent Contractor will coordinate a class schedule with Amy Rosengrants-Smith and/or Patrick Christensen. Any changes will be provided to Amy Rosengrants-Smith and/or Patrick Christensen within 1 day of change.
2. The Independent Contractor will facilitate fatherhood classes 1 time per week to the completion of the chosen curriculum.
3. Classes will be held at a mutually agreed upon location.
4. The Independent Contractor will work with the Fatherhood Advocate Patrick Christensen to complete the initial paperwork prior to the start of fatherhood classes.
5. The Independent Contractor will maintain attendance records and submit them weekly to the Fatherhood Advocate via email at p.christensen@prowerscounty.net.
6. The Independent Contractor will notify Amy Rosengrants-Smith and/or Patrick Christensen within 8 hours of any cancelled classes.
7. The Independent Contractor will submit a signed invoice to Prowers County Department of Human Services for services rendered.
8. Payment to align with the approved state budget.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/13/25

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 Purchase of Services Contract between Prowers County Department of Human Services and Scott Crampton effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.”

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 8-15-2025

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 11th day of August, 2025 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 South Main Street, Lamar, CO 81052 and Scott Crampton, hereinafter referred to as "Independent Contractor", whose address is 407 Conifer Circle, Lamar, CO 81052.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.

2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 08/11/25 (attached hereto as Exhibit A).

3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.

4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.

5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.

6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County.

Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County is contingent upon available appropriations.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

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

16. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chair

By _____
Roger Stagner, Vice-Chairman

By _____
Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

By  _____
Contractor's Signature

Date signed: 8/11/25

Statement of Work

The following provisions shall be added to the Services Contract:

1. The Independent Contractor will coordinate a class schedule with Amy Rosengrants-Smith and/or Patrick Christensen. Any changes will be provided to Amy Rosengrants-Smith and/or Patrick Christensen within 1 day of change.
2. The Independent Contractor will facilitate fatherhood classes 1 time per week to the completion of the chosen curriculum.
3. Classes will be held at a mutually agreed upon location.
4. The Independent Contractor will work with the Fatherhood Advocate Patrick Christensen to complete the initial paperwork prior to the start of fatherhood classes.
5. The Independent Contractor will maintain attendance records and submit them weekly to the Fatherhood Advocate via email at p.christensen@prowerscounty.net.
6. The Independent Contractor will notify Amy Rosengrants-Smith and/or Patrick Christensen within 8 hours of any cancelled classes.
7. The Independent Contractor will submit a signed invoice to Prowers County Department of Human Services for services rendered.
8. Payment to align with the approved state budget.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/13/25

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 Purchase of Services Contract between Prowers County Department of Human Services and Keith Nidey effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.”

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 8-15-2025

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 11th day of August, 2025 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 South Main Street, Lamar, CO 81052 and Keith Nidey, hereinafter referred to as "Independent Contractor", whose address is 50 Paseo Place, Lamar, CO 81052.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.

2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 08/11/25 (attached hereto as Exhibit A).

3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.

4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.

5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.

6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County.

Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County is contingent upon available appropriations.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

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

16. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chair

By _____
Roger Stagner, Vice-Chairman

By _____
Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

By Keith E. Nadey
Contractor's Signature

Date signed: 8/11/25

Statement of Work

The following provisions shall be added to the Services Contract:

1. The Independent Contractor will coordinate a class schedule with Amy Rosengrants-Smith and/or Patrick Christensen. Any changes will be provided to Amy Rosengrants-Smith and/or Patrick Christensen within 1 day of change.
2. The Independent Contractor will facilitate fatherhood classes 1 time per week to the completion of the chosen curriculum.
3. Classes will be held at a mutually agreed upon location.
4. The Independent Contractor will work with the Fatherhood Advocate Patrick Christensen to complete the initial paperwork prior to the start of fatherhood classes.
5. The Independent Contractor will maintain attendance records and submit them weekly to the Fatherhood Advocate via email at p.christensen@prowerscounty.net.
6. The Independent Contractor will notify Amy Rosengrants-Smith and/or Patrick Christensen within 8 hours of any cancelled classes.
7. The Independent Contractor will submit a signed invoice to Prowers County Department of Human Services for services rendered.
8. Payment to align with the approved state budget.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/13/25

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 Purchase of Services Contract between Prowers County Department of Human Services and Jayson Loveland effective 8/11/2025 for the provision of contracted services under the Fatherhood Program.”

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 8-15-2025

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 11th day of August, 2025 by and between Prowers County Department of Human Services, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 1001 South Main Street, Lamar, CO 81052 and Jayson Loveland, hereinafter referred to as "Independent Contractor", whose address is 704 S. 14th, Lamar, CO 81052.

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 08/11/25 (attached hereto as Exhibit A).
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.
7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County.

Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Independent Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County is contingent upon available appropriations.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

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

16. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chair

By _____
Roger Stagner, Vice-Chairman

By _____
Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

INDEPENDENT CONTRACTOR:

By _____
Contractor's Signature

Date signed: 8/11/2025

Statement of Work

The following provisions shall be added to the Services Contract:

1. The Independent Contractor will coordinate a class schedule with Amy Rosengrants-Smith and/or Patrick Christensen. Any changes will be provided to Amy Rosengrants-Smith and/or Patrick Christensen within 1 day of change.
2. The Independent Contractor will facilitate fatherhood classes 1 time per week to the completion of the chosen curriculum.
3. Classes will be held at a mutually agreed upon location.
4. The Independent Contractor will work with the Fatherhood Advocate Patrick Christensen to complete the initial paperwork prior to the start of fatherhood classes.
5. The Independent Contractor will maintain attendance records and submit them weekly to the Fatherhood Advocate via email at p.christensen@prowerscounty.net.
6. The Independent Contractor will notify Amy Rosengrants-Smith and/or Patrick Christensen within 8 hours of any cancelled classes.
7. The Independent Contractor will submit a signed invoice to Prowers County Department of Human Services for services rendered.
8. Payment to align with the approved state budget.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/13/25

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 Credit Card Authorization request for Welcome Home Child & Family Development Center with a limit of \$5,000 and reduction of limit for Jill Hoppers card from \$2,500 to \$1,500.”

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on:

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

THANK YOU!

PROWERS COUNTY
CREDIT CARD AUTHORIZATION REQUEST

Date: 8/26/25

The employees listed below are authorized for issuance of a credit card for county business usage. They understand and will comply with the county policy regarding such cards, and are authorized for the amounts listed:

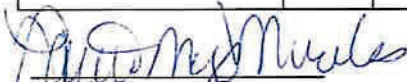
Employee Name		Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Adm. Office)
Welcome Home Center General		\$5,000 new card request	Food/supply purchases	
Jill Hopper		Move limit from \$2,500 to \$1,500	Food/supply purchase	

ADDRESS: 607 Savage Ave. Lamar_

STATEMENT ADDRESS: _1001 S. Main St. Lamars

The employees listed below are no longer authorized for a county credit card. The card is attached and the authorization should be discontinued the date listed.

Employee Name		Credit Card Acct #	Authorization End Date	Date Cancelled (Completed by Adm. Office)


Dept. Signature


Title


Office/Department

Admin Signature

Title

BOCC Approval

Date: _____

Chairman
Prowers County Board of Commissioners

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8/26/25

Submitter: Rose Pugliese / Don Wilson

Submitted to the County Administration Office on: 8/16/25

Return Originals to: Rose Pugliese

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of a Resolution for agreement between Prowers County, Colorado and Bent County, Colorado Establishing the McClave Water Authority to be located in Bent County.

Justification or Background:

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

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

Approved by the County Attorney on: Yes

Additional Approvals (if required):

RESOLUTION #_____

**APPROVING AN AGREEMENT BETWEEN PROWERS COUNTY, COLORADO AND BENT
COUNTY, COLORADO, ESTABLISHING THE MAY VALLEY WATER AUTHORITY TO BE
LOCATED IN BENT COUNTY**

WHEREAS, Prowers County and Bent County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Prowers County and Bent County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Prowers County and Bent County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, in order for the May Valley Water Association to obtain federal grants and low interest rate loans from the Colorado Water Resources and Power Development Authority, May Valley Water Association is required to be organized as a local government for state law purposes; and

WHEREAS, in order to become organized as a local government, May Valley Water Association approached Prowers and Bent Counties requesting that they form a water authority pursuant to their statutory powers to better serve the residents and rate payers of the May Valley Water Association system; and

WHEREAS, there has been presented to the Boards of County Commissioners of Prowers and Bent Counties the form of Establishing Contract for the May Valley Water Authority; and

WHEREAS, Prowers County and Bent County have determined it is in the best interests of their constituents and service users to establish a water authority to be known as the May Valley Water Authority to provide water service within portions of Bent County and Prowers County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO (THE "BOARD"):

Section 1) Approval of Establishing Contract and Ratification and Approval of Prior Actions. The Board of County Commissioners hereby approves the May Valley Water Authority Establishing Contract in the form presented at this meeting. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board, or the officers or agents of the Board or the County, relating to the formation of the May Valley Water Authority is hereby ratified, approved and confirmed.

Section 2) Findings Relating to the May Valley Water Authority. The Board hereby finds and determines that pursuant to Section 29-1-204.2, C.R.S., the creation of the May Valley Water

Authority is necessary for the development of water resources, systems, or facilities or of drainage facilities in whole or in part for the benefit of the inhabitants of Prowers County and Bent County.

Section 3) Finding of Best Interests. The Board hereby finds and determines the creation of the May Valley Water Authority is necessary, convenient and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County; and the Board hereby authorizes and approves such creation.

Section 4) Authorization to Execute Collateral Documents. Any member of the Board of County Commissioners, the County Manager, or other appropriate officials or agents of the Board or the County, are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this resolution, including but not limited to the execution of the May Valley Water Authority Establishing Contract and such other documents, certificates and affidavits as may be necessary. The execution of any instrument by the aforementioned officers or members of the Board shall be conclusive evidence of the approval by the Board of such instrument in accordance with the terms hereof and thereof.

Section 5) Repealer. All bylaws, orders and resolutions of the Board, or parts thereof, inconsistent with this resolution or with the May Valley Water Authority Establishing Contract hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the Board, or part thereof, heretofore repealed.

Section 6) Effective Date. This resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED, SIGNED AND APPROVED this 26th day of August, 2025.

PROWERS COUNTY BOARD OF COUNTY
COMMISSIONERS

Ron Cook, Chair

Roger Stagner, Commissioner

Ty Harmon, Commissioner

ATTEST:

County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Rose Pugliese / Don Wilson

Submitted to the County Administration Office on: 8/16/25

Return Originals to: Rose Pugliese

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider approving McClave Water Authority Establishing Contract, between Bent County and Prowers County who are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities.

Justification or Background:

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

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

Approved by the County Attorney on: Yes

Additional Approvals (if required):

MCCLAVE WATER AUTHORITY ESTABLISHING CONTRACT

THIS MCCLAVE WATER AUTHORITY ESTABLISHING CONTRACT (“Contract”) is made and entered into, effective as of August 26, 2025 (“Establishment Date”) by and between Bent County, Colorado (“Bent County”), and Prowers County, Colorado (“Prowers County”), each a duly and regularly created, organized and existing political subdivision and public body corporate and politic, existing as such under and by virtue of the Constitution and laws of the State of Colorado, individually referred to herein as a “Member” and collectively referred to herein as the “Members.”

RECITALS

WHEREAS, Bent County and Prowers County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Bent County and Prowers County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.* to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Bent County and Prowers County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, Bent County and Prowers County have determined it is in the best interests of their constituents and service users to establish a water authority.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference into this Contract, and in consideration of the mutual promises and undertakings herein, the Parties agree as follows:

ARTICLE 1. NAME OF AUTHORITY

1.1. Name. The name of the entity hereby established shall be the McClave Water Authority (“Authority”).

ARTICLE 2. PURPOSE AND TERM OF AUTHORITY

2.1. Purpose. The purpose of the Authority is to affect the development of systems and facilities for purposes of furnishing a potable water supply for the benefit of the Members and their constituents and the Authority’s service users. By this Contract, the Members intend to establish an entity for the purposes of financing, designing, constructing, acquiring, operating, maintaining, and utilizing water resources, facilities and services of such Authority in conjunction and cooperation with the Members.

2.2. Term. In accordance with C.R.S. §29-1-204.2(2)(d), this Contract shall continue until terminated pursuant to a written resolution and unanimous vote of the Board of Directors of the Authority in favor of termination and by ratification of such termination by the governing

bodies of each of the Members. However, this Contract may not be terminated so long as the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made by the Board of Directors of the Authority pursuant to terms of such obligations at the time of termination.

2.3. Termination. In the event of the termination of this Contract and dissolution of the Authority, all rights, title and interest of the Authority in the General Assets (as hereinafter defined) of the Authority shall be conveyed to the McClave Water Association, subject to any outstanding liens, mortgages or other pledges of such General Assets. The term “General Assets” as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE 3. GOVERNING BODY

3.1 Board of Directors. The Board of Directors (the “Board” and the “Directors”) shall consist of five (5) Directors initially appointed by the Bent County Board of County Commissioners (the “BOCC”). Any person appointed by the BOCC to serve as a Director on the Board must be a user of water services provided by the Authority, as evidenced by the ownership of a meter (each a “Water User”). Water Users wishing to be considered for appointment as a Director may apply to the BOCC or be recommended to the BOCC.

3.1.1. The Directors appointed to the initial Board (the “Initial Board”), and the end of each Director’s initial term shall be as set forth below:

<u>Director</u>	<u>Term (Ending January 1)</u>
Steve Phillips	2027
Regan Ensey	2027
Kelly Roesch	2029
Darrell Sykes	2029
Kathie Van Campen	2029

3.1.2. Term of Directors. Except for the Initial Board, each Director shall serve a term of four years. However, the terms of the Initial Board shall be staggered so that the first term of each Director shall be as follows: the first two Directors appointed by the BOCC shall serve a two-year term and the next three Directors appointed by the BOCC shall serve four-year terms. Upon expiration of a term, a Director shall continue to serve until a successor Director has been appointed by the BOCC. Nothing herein shall preclude re-appointment of a Director by the BOCC for consecutive terms.

3.1.3. Vacancy. A vacancy occurring on the Board, for reasons other than expiration of the outgoing Director’s term of office shall be filled by the selection of a successor Director by the current Directors, who shall serve for the remainder of the unexpired term. The BOCC may remove a Director which it appointed with or without cause. At the expiration of any term of office for a Director(s), any vacant seat on the Board shall be appointed by the current

Directors, or if there are no current Directors, by the BOCC.

3.1.4. Board Shall Conduct Business of the Authority. The Governing Body of the Authority shall be the Board, in which all administrative and legislative power of the Authority is vested. The Board shall conduct the business of the Authority in good faith and utilizing a reasonable businessperson standard.

3.1.5. Expansion of Board of Directors. Upon the increase in Membership of the Authority as provided by Article 6, or upon Amendments to this Contract approved by the current Members as provided in Article 7, the number of Directors of the Authority's Board of Directors may be increased. However, no such Amendment shall result in the number of Directors being an even number.

3.2. Meetings. Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time and at any place within the State of Colorado provided at least twenty-four (24) hours' notice is provided to each Director. The President or Vice President may, and on the written request of two (2) Directors, shall, call a special meeting of the Board. Any director may include an item for discussion or action on the Board agenda, provided that such item or action is submitted for inclusion on the Board agenda at least twenty-four (24) hours prior to the commencement of the meeting. The Authority is a political subdivision and public corporation of the State of Colorado, separate from the Members, within the meaning of the Colorado Open Meeting Law, C.R.S. §24-6-401, *et seq.*

3.2.1. Quorum. A quorum of the Board of Directors is more than one-half of the number of Directors serving on the Board. A quorum shall be necessary for any action to be taken by the Board.

3.2.2. Voting. Unless otherwise specifically provided for herein, a vote of a majority of the Directors in attendance at a meeting of the Authority shall be sufficient for action to be taken by the Board, provided a quorum is in attendance and available to vote on the action.

3.3. Officers and Duties. The Directors shall elect annually at the first meeting of each calendar year, a President, a Vice-President, a Secretary and a Treasurer, provided however, that the Secretary may be a person other than a Director, and provided further that the same person may serve as both Secretary and Treasurer (provided that such Secretary/Treasurer is a Director). The President shall chair all meetings. Whenever the President is absent, the Vice-President shall assume all duties of the President. The Secretary shall keep in a visual text format that may be transmitted electronically, a record of all the Authority's proceedings, minutes of all meetings, certificates, contracts, bonds given by employees, and all corporate acts. The Treasurer shall keep strict and accurate accounts of all money received by or disbursed for and on behalf of the Authority in permanent records.

3.4. Budgets, Accounting and Audits. The Board shall comply with C.R.S. §29-1-204.2(2)(b)(IV) and all other applicable State and Federal laws and shall make provisions for annual budgets, and audits when required, in accordance with local government accounting standards including Parts 1, 5 and 6, Article 1, Title 29, C.R.S., as amended. Annual budgets and the results of any audits shall be presented to each Member no more than 30 days after review by the Board.

3.5. Indemnification. The Authority shall, to the extent permitted by law, indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director or officer, or by reason or any action or omission by him or her in any such capacity. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses or willful and wanton misconduct of such Director or officer.

ARTICLE 4. POWERS OF THE AUTHORITY

4.1. The Authority shall have all general powers of an authority organized and operating pursuant to C.R.S. §29-1-204.2, which include the following:

4.1.1. To develop water resources, systems or facilities or conveyance and drainage facilities in connection to water treatment, in whole or in part for the benefit of the inhabitants or service users of the Members, at the discretion of the Board of Directors of the Authority, subject to fulfilling any conditions or requirements set forth in this Contract;

4.1.2. To make and enter into contracts;

4.1.3. To employ agents and employees;

4.1.4. To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or drainage facilities, or any interest therein;

4.1.5. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized for the purposes of water treatment, distribution, and wastewater disposal, or of conveyance and drainage;

4.1.6. To condemn property for use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority;

4.1.7. To incur debts, liabilities, or obligations;

4.1.8. To sue and be sued in its own name;

4.1.9. To have and use a corporate seal;

4.1.10. To fix, maintain, and revise fees, rates, and charges for functions, services or facilities provided by the entity;

4.1.11. To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;

4.1.12. To exercise any other powers which are essential to the provisions of functions, services, or facilities by the entity and which are specified in this contract;

4.1.13. To do and perform any acts and things authorized by this Contract, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

4.1.14. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems or of drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;

4.1.15. To operate as an "Enterprise" under Colorado Constitution Article X, Section 20 if deemed desirable by the Board or if the Authority is determined to be a "District" under Colorado Constitution Article X, Section 20.

4.2. Financial Powers. The Authority is a political subdivision and a political corporation of the State of Colorado, separate from the Members. It shall have the duties, privileges, immunities, rights and liabilities of a public body politic and corporate. The provision of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the Authority.

4.2.1. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members.

4.2.2. The Authority is authorized to receive funds from proprietary revenues for services rendered by the Authority, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in this Contract and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority.

4.2.3. To carry out the purposes for which the Authority is established, the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system or facility or the combined functions, services, systems, or facilities of the Authority or from any other available funds of the Authority. The terms, conditions, and details of said bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes or other obligations.

ARTICLE 5. SERVICES OF THE AUTHORITY

5.1. **Standards of Service.** Any improvements operated by the Authority shall substantially comply with all applicable federal, state and local laws, statutes, regulations, ordinances, permits and orders, including without limitation, the Federal Clean Water Act and Safe Drinking Water Act. Where applicable, the Authority shall promulgate water quality standards, treatment standards and discharge standards for all Authority improvements.

5.2. **Water Treatment for Customers.** The Authority shall treat and deliver water to its Water Users and customers from supplies, including augmentation supplies, owned, leased, dedicated to, or otherwise available to be used by the Authority. Any Member may enter into a separate contract with the Authority, as authorized pursuant to C.R.S. § 29-1-203, which shall define the terms and extent of the service provided by the Authority to the Member(s) and the obligations of any Member for delivery of water supplies (the "Member's IGA"). Any Member's IGA with the Authority may be amended from time to time as necessary to reflect changes in the Authority's service responsibilities and capabilities.

5.3. **Rates and Charges.** The Authority shall impose and collect reasonable operating rates and charges to recover the costs of operating, maintaining, repairing, replacing, and as necessary, expanding infrastructure and improvements and paying debt service on its bonds, loans or other obligations. Such rates and charges shall be established by the Board and modified as necessary. Rates and charges may include reasonable allocations of general and administrative overhead expenses. The Board may establish different rates and charges for different categories of Water Users and for providing water directly to the Members.

ARTICLE 6. TRANSFER OF ASSETS AND ASSUMPTION OF OBLIGATIONS AND LIABILITIES; ASSIGNMENT AND ADDITION OF MEMBER ENTITIES

6.1. **Transfer of Assets and Assumption of Obligations and Liabilities.** Some or all assets of the existing McClave Water Association (other than the water rights currently owned by the McClave Water Association which may or may not be transferred at the discretion of the McClave Water Association and the Board) may be transferred to the Authority upon execution of this Agreement and from time to time thereafter. The Authority shall assume all obligations and liabilities of the McClave Water Association under existing contracts and to which the McClave Water Association is a party.

6.2. **Assignment of Membership.** Each Member shall be entitled to assign their interest in this Contract to another political subdivision of the State of Colorado authorized to own and operate water systems or facilities, which entity is not already a Member to this Contract. Any such assignment must be approved by the Board prior to transfer of interest, including any terms and conditions the Board finds necessary and proper. No partial assignment shall be recognized. In event of an assignment of Membership, the governing body of the new Member shall ratify the then current terms of this Contract and cause an addendum to this Contract to be executed.

6.3. Additional Members. Additional political subdivisions of the State of Colorado authorized to own and operate water systems or facilities may become Members upon unanimous approval by the Board. In the event a new Member is approved by the Board, this Contract shall be amended to acknowledge the new Member and make additional changes as may be needed. Any such amendment must be ratified by the governing body of each Member.

6.4. Deletion of Member. Until there are more than two parties to this contract, the provisions for termination of the Authority shall govern the deletion of a party from this Contract. If an additional Member is added, the amendment to this Contract adding the new Member shall determine the procedure for deleting a Member.

ARTICLE 7. GENERAL PROVISIONS

7.1. Amendment. No amendment to this Contract, including an amendment adding parties to the Contract in the future, shall be effective unless it is in writing and signed by the Authority and each Member. An amendment to add a Member to this Contract shall specify the conditions and requirements to be fulfilled by the new Member.

7.2. Partial Invalidity. If any portion of this Contract is determined by a court having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining portions of this Contract, the intention being that the various provisions of this Contract are severable.

7.3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis and applicable federal law.

7.4. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January in each year.

7.5. Authority. Each party hereto represents and warrants that it has all requisite power, corporate or otherwise, to execute, deliver and perform their obligations pursuant to this Contract. Each party hereto represents and warrants to the other that the execution, delivery and performance of this Contract has been duly authorized by it, and that upon execution and delivery, this Contract will constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Contract.

7.6. Notices. If under the terms of this Contract, or as needed in the regular business of the Authority, notice is to be provided to any Member, said notice shall be deemed provided upon personal delivery or after providing electronic notice of the same. The names or address to whom notice is to be sent may be modified by the affected Member by a written notice in writing to the Authority. Until so modified, the persons to receive notice are as follows:

Prowers County

Prowers County Administrator
301 South Main Street, Suite 215
Lamar, Colorado 81052
ATTN: Don Wilson, County Administrator

With a copy to:
Rose Pugliese, County Attorney
Prowers County
c/o Rose F. Pugliese LLC
9235 N. Union Blvd., Ste. 150, #128
Colorado Spring, Colorado 80920

Bent County

Bent County Administrator
725 Bent Avenue
Las Animas, Colorado 81063
ATTN: Doug Bankert, County Administrator

With a copy to:
Rose Pugliese, County Attorney
Prowers County
c/o Rose F. Pugliese LLC
9235 N. Union Blvd., Ste. 150, #128
Colorado Spring, Colorado 80920

7.7. No Third-Party Beneficiaries. Nothing herein shall be construed to create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent or contractor of the Authority. No third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

7.8. Entire Agreement. This Contract constitutes the entire agreement among the parties pertaining to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings of the parties as to the subject matter of this Contract. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties or shall change or restrict the provisions of this Contract.

7.9. Governmental Immunity. Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

7.10. Counterparts. This Contract may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed.

PROWERS COUNTY, COLORADO

By: _____
Ron Cook
Chair, Board of County Commissioners

August 26, 2025

ATTEST:

By: _____
County Clerk and Recorder

[Seal]

BENT COUNTY, COLORADO

By: _____
Alan Stump
Chair, Board of County Commissioners

August 21, 2025

ATTEST:

By: _____
County Clerk and Recorder

[Seal]

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8/26/25

Submitter: Rose Pugliese / Don Wilson

Submitted to the County Administration Office on: 8/17/25

Return Originals to: Rose Pugliese

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider adopting a Resolution approving an Agreement between Bent County, Colorado and Prowers County, Colorado establishing the May Valley Water Authority, to be located in Bent County.

Justification or Background:

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

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

Approved by the County Attorney on: Yes

Additional Approvals (if required):

RESOLUTION # _____

**APPROVING AN AGREEMENT BETWEEN PROWERS COUNTY, COLORADO AND BENT
COUNTY, COLORADO, ESTABLISHING THE MAY VALLEY WATER AUTHORITY TO BE
LOCATED IN BENT COUNTY**

WHEREAS, Prowers County and Bent County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Prowers County and Bent County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Prowers County and Bent County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, in order for the May Valley Water Association to obtain federal grants and low interest rate loans from the Colorado Water Resources and Power Development Authority, May Valley Water Association is required to be organized as a local government for state law purposes; and

WHEREAS, in order to become organized as a local government, May Valley Water Association approached Prowers and Bent Counties requesting that they form a water authority pursuant to their statutory powers to better serve the residents and rate payers of the May Valley Water Association system; and

WHEREAS, there has been presented to the Boards of County Commissioners of Prowers and Bent Counties the form of Establishing Contract for the May Valley Water Authority; and

WHEREAS, Prowers County and Bent County have determined it is in the best interests of their constituents and service users to establish a water authority to be known as the May Valley Water Authority to provide water service within portions of Bent County and Prowers County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO (THE "BOARD"):

Section 1) Approval of Establishing Contract and Ratification and Approval of Prior Actions. The Board of County Commissioners hereby approves the May Valley Water Authority Establishing Contract in the form presented at this meeting. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Board, or the officers or agents of the Board or the County, relating to the formation of the May Valley Water Authority is hereby ratified, approved and confirmed.

Section 2) Findings Relating to the May Valley Water Authority. The Board hereby finds and determines that pursuant to Section 29-1-204.2, C.R.S., the creation of the May Valley Water

Authority is necessary for the development of water resources, systems, or facilities or of drainage facilities in whole or in part for the benefit of the inhabitants of Prowers County and Bent County.

Section 3) Finding of Best Interests. The Board hereby finds and determines the creation of the May Valley Water Authority is necessary, convenient and in furtherance of the County's purposes and is in the best interests of the inhabitants of the County; and the Board hereby authorizes and approves such creation.

Section 4) Authorization to Execute Collateral Documents. Any member of the Board of County Commissioners, the County Manager, or other appropriate officials or agents of the Board or the County, are hereby authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they may deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this resolution, including but not limited to the execution of the May Valley Water Authority Establishing Contract and such other documents, certificates and affidavits as may be necessary. The execution of any instrument by the aforementioned officers or members of the Board shall be conclusive evidence of the approval by the Board of such instrument in accordance with the terms hereof and thereof.

Section 5) Repealer. All bylaws, orders and resolutions of the Board, or parts thereof, inconsistent with this resolution or with the May Valley Water Authority Establishing Contract hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the Board, or part thereof, heretofore repealed.

Section 6) Effective Date. This resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED, SIGNED AND APPROVED this 26th day of August, 2025.

PROWERS COUNTY BOARD OF COUNTY
COMMISSIONERS

Ron Cook, Chair

Roger Stagner, Commissioner

Ty Harmon, Commissioner

ATTEST:

County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Rose Pugliese / Don Wilson

Submitted to the County Administration Office on: 8/17/25

Return Originals to: Rose Pugliese

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving the May Valley Water Authority Establishing Contract and authorizing Prowers County Board Chairman, 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: Yes

Additional Approvals (if required):

MAY VALLEY WATER AUTHORITY ESTABLISHING CONTRACT

THIS MAY VALLEY WATER AUTHORITY ESTABLISHING CONTRACT (“Contract”) is made and entered into, effective as of August 26, 2025 (“Establishment Date”) by and between Bent County, Colorado (“Bent County”), and Prowers County, Colorado (“Prowers County”), each a duly and regularly created, organized and existing political subdivision and public body corporate and politic, existing as such under and by virtue of the Constitution and laws of the State of Colorado, individually referred to herein as a “Member” and collectively referred to herein as the “Members.”

RECITALS

WHEREAS, Bent County and Prowers County are each duly and regularly created, organized and existing political subdivisions and public bodies corporate of the State of Colorado; and

WHEREAS, Bent County and Prowers County are authorized by the provisions of Colo. Const. Art. XIV, §18, and C.R.S. 29-1-201, *et seq.*, to enter into contracts with other political subdivisions of the State of Colorado; and

WHEREAS, Bent County and Prowers County are authorized by the provision of C.R.S. §29-1-204.2 to establish a water authority to be used to effect the development of water resources, systems and facilities, in whole or in part, for the benefit of the inhabitants and service users of the contracting parties or others at the discretion of the board of directors of the authority; and

WHEREAS, Bent County and Prowers County have determined it is in the best interests of their constituents and service users to establish a water authority.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference into this Contract, and in consideration of the mutual promises and undertakings herein, the Parties agree as follows:

ARTICLE 1. NAME OF AUTHORITY

1.1. Name. The name of the entity hereby established shall be the May Valley Water Authority (“Authority”).

ARTICLE 2. PURPOSE AND TERM OF AUTHORITY

2.1. Purpose. The purpose of the Authority is to effect the development of systems and facilities for purposes of furnishing a potable water supply for the benefit of the Members and their constituents and the Authority’s service users. By this Contract, the Members intend to establish an entity for the purposes of financing, designing, constructing, acquiring, operating, maintaining, and utilizing water resources, facilities and services of such Authority in conjunction and cooperation with the Members.

2.2. Term. In accordance with C.R.S. §29-1-204.2(2)(d), this Contract shall continue until terminated pursuant to a written resolution and unanimous vote of the Board of Directors of the Authority in favor of termination and by ratification of such termination by the governing

bodies of each of the Members. However, this Contract may not be terminated so long as the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made by the Board of Directors of the Authority pursuant to terms of such obligations at the time of termination.

2.3. Termination. In the event of the termination of this Contract and dissolution of the Authority, all rights, title and interest of the Authority in the General Assets (as hereinafter defined) of the Authority shall be conveyed to the May Valley Water Association, subject to any outstanding liens, mortgages or other pledges of such General Assets. The term “General Assets” as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE 3. GOVERNING BODY

3.1 Board of Directors. The Board of Directors (the “Board” and the “Directors”) shall consist of five (5) Directors initially appointed by the Bent County Board of County Commissioners (the “BOCC”). Any person appointed by the BOCC to serve as a Director on the Board must be a user of water services provided by the Authority, as evidenced by the ownership of a meter (each a “Water User”). Water Users wishing to be considered for appointment as a Director may apply to the BOCC or be recommended to the BOCC.

3.1.1. The Directors appointed to the initial Board (the “Initial Board”), and the end of each Director’s initial term shall be as set forth below:

<u>Director</u>	<u>Term</u> <u>(Ending January 1)</u>
Dale Mauch	2027
Robert Fleming	2027
Greg Colvin	2029
David Brase	2029
Mike Downing	2029

3.1.2. Term of Directors. Except for the Initial Board, each Director shall serve a term of four years. However, the terms of the Initial Board shall be staggered so that the first term of each Director shall be as follows: the first two Directors appointed by the BOCC shall serve a two-year term and the next three Directors appointed by the BOCC shall serve four-year terms. Upon expiration of a term, a Director shall continue to serve until a successor Director has been appointed by the BOCC. Nothing herein shall preclude re-appointment of a Director by the BOCC for consecutive terms.

3.1.3. Vacancy. A vacancy occurring on the Board, for reasons other than expiration of the outgoing Director’s term of office shall be filled by the selection of a successor Director by the current Directors, who shall serve for the remainder of the unexpired term. The BOCC may remove a Director which it appointed with or without cause. At the expiration of any term of office for a Director(s), any vacant seat on the Board shall be appointed by the current

Directors, or if there are no current Directors, by the BOCC.

3.1.4. Board Shall Conduct Business of the Authority. The Governing Body of the Authority shall be the Board, in which all administrative and legislative power of the Authority is vested. The Board shall conduct the business of the Authority in good faith and utilizing a reasonable businessperson standard.

3.1.5. Expansion of Board of Directors. Upon the increase in Membership of the Authority as provided by Article 6, or upon Amendments to this Contract approved by the current Members as provided in Article 7, the number of Directors of the Authority's Board of Directors may be increased. However, no such Amendment shall result in the number of Directors being an even number.

3.2. Meetings. Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time and at any place within the State of Colorado provided at least twenty-four (24) hours' notice is provided to each Director. The President or Vice President may, and on the written request of two (2) Directors, shall, call a special meeting of the Board. Any director may include an item for discussion or action on the Board agenda, provided that such item or action is submitted for inclusion on the Board agenda at least twenty-four (24) hours prior to the commencement of the meeting. The Authority is a political subdivision and public corporation of the State of Colorado, separate from the Members, within the meaning of the Colorado Open Meeting Law, C.R.S. §24-6-401, *et seq.*

3.2.1. Quorum. A quorum of the Board of Directors is more than one-half of the number of Directors serving on the Board. A quorum shall be necessary for any action to be taken by the Board.

3.2.2. Voting. Unless otherwise specifically provided for herein, a vote of a majority of the Directors in attendance at a meeting of the Authority shall be sufficient for action to be taken by the Board, provided a quorum is in attendance and available to vote on the action.

3.3. Officers and Duties. The Directors shall elect annually at the first meeting of each calendar year, a President, a Vice-President, a Secretary and a Treasurer, provided however, that the Secretary may be a person other than a Director, and provided further that the same person may serve as both Secretary and Treasurer (provided that such Secretary/Treasurer is a Director). The President shall chair all meetings. Whenever the President is absent, the Vice-President shall assume all duties of the President. The Secretary shall keep in a visual text format that may be transmitted electronically, a record of all the Authority's proceedings, minutes of all meetings, certificates, contracts, bonds given by employees, and all corporate acts. The Treasurer shall keep strict and accurate accounts of all money received by or disbursed for and on behalf of the Authority in permanent records.

3.4. Budgets, Accounting and Audits. The Board shall comply with C.R.S. §29-1-204.2(2)(b)(IV) and all other applicable State and Federal laws and shall make provisions for annual budgets, and audits when required, in accordance with local government accounting standards including Parts 1, 5 and 6, Article 1, Title 29, C.R.S., as amended. Annual budgets and the results of any audits shall be presented to each Member no more than 30 days after review by the Board.

3.5. Indemnification. The Authority shall, to the extent permitted by law, indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director or officer, or by reason or any action or omission by him or her in any such capacity. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses or willful and wanton misconduct of such Director or officer.

ARTICLE 4. POWERS OF THE AUTHORITY

4.1. The Authority shall have all general powers of an authority organized and operating pursuant to C.R.S. §29-1-204.2, which include the following:

4.1.1. To develop water resources, systems or facilities or conveyance and drainage facilities in connection to water treatment, in whole or in part for the benefit of the inhabitants or service users of the Members, at the discretion of the Board of Directors of the Authority, subject to fulfilling any conditions or requirements set forth in this Contract;

4.1.2. To make and enter into contracts;

4.1.3. To employ agents and employees;

4.1.4. To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or drainage facilities, or any interest therein;

4.1.5. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized for the purposes of water treatment, distribution, and wastewater disposal, or of conveyance and drainage;

4.1.6. To condemn property for use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority;

4.1.7. To incur debts, liabilities, or obligations;

4.1.8. To sue and be sued in its own name;

4.1.9. To have and use a corporate seal;

4.1.10. To fix, maintain, and revise fees, rates, and charges for functions, services or facilities provided by the entity;

4.1.11. To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;

4.1.12. To exercise any other powers which are essential to the provisions of functions, services, or facilities by the entity and which are specified in this contract;

4.1.13. To do and perform any acts and things authorized by this Contract, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

4.1.14. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems or of drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;

4.1.15. To operate as an "Enterprise" under Colorado Constitution Article X, Section 20 if deemed desirable by the Board or if the Authority is determined to be a "District" under Colorado Constitution Article X, Section 20.

4.2. Financial Powers. The Authority is a political subdivision and a political corporation of the State of Colorado, separate from the Members. It shall have the duties, privileges, immunities, rights and liabilities of a public body politic and corporate. The provision of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the Authority.

4.2.1. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members.

4.2.2. The Authority is authorized to receive funds from proprietary revenues for services rendered by the Authority, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in this Contract and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority.

4.2.3. To carry out the purposes for which the Authority is established, the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system or facility or the combined functions, services, systems, or facilities of the Authority or from any other available funds of the Authority. The terms, conditions, and details of said bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes or other obligations.

ARTICLE 5. SERVICES OF THE AUTHORITY

5.1. **Standards of Service.** Any improvements operated by the Authority shall substantially comply with all applicable federal, state and local laws, statutes, regulations, ordinances, permits and orders, including without limitation, the Federal Clean Water Act and Safe Drinking Water Act. Where applicable, the Authority shall promulgate water quality standards, treatment standards and discharge standards for all Authority improvements.

5.2. **Water Treatment for Customers.** The Authority shall treat and deliver water to its Water Users and customers from supplies, including augmentation supplies, owned, leased, dedicated to, or otherwise available to be used by the Authority. Any Member may enter into a separate contract with the Authority, as authorized pursuant to C.R.S. § 29-1-203, which shall define the terms and extent of the service provided by the Authority to the Member(s) and the obligations of any Member for delivery of water supplies (the "Member's IGA"). Any Member's IGA with the Authority may be amended from time to time as necessary to reflect changes in the Authority's service responsibilities and capabilities.

5.3. **Rates and Charges.** The Authority shall impose and collect reasonable operating rates and charges to recover the costs of operating, maintaining, repairing, replacing, and as necessary, expanding infrastructure and improvements and paying debt service on its bonds, loans or other obligations. Such rates and charges shall be established by the Board and modified as necessary. Rates and charges may include reasonable allocations of general and administrative overhead expenses. The Board may establish different rates and charges for different categories of Water Users and for providing water directly to the Members.

ARTICLE 6. TRANSFER OF ASSETS AND ASSUMPTION OF OBLIGATIONS AND LIABILITIES; ASSIGNMENT AND ADDITION OF MEMBER ENTITIES

6.1. **Transfer of Assets and Assumption of Obligations and Liabilities.** Some or all assets of the existing May Valley Water Association (other than the water rights currently owned by the May Valley Water Association which may or may not be transferred at the discretion of the May Valley Water Association and the Board) may be transferred to the Authority upon execution of this Agreement and from time to time thereafter. The Authority shall assume all obligations and liabilities of the May Valley Water Association under existing contracts and to which the May Valley Water Association is a party.

6.2. **Assignment of Membership.** Each Member shall be entitled to assign their interest in this Contract to another political subdivision of the State of Colorado authorized to own and operate water systems or facilities, which entity is not already a Member to this Contract. Any such assignment must be approved by the Board prior to transfer of interest, including any terms and conditions the Board finds necessary and proper. No partial assignment shall be recognized. In event of an assignment of Membership, the governing body of the new Member shall ratify the then current terms of this Contract and cause an addendum to this Contract to be executed.

6.3. Additional Members. Additional political subdivisions of the State of Colorado authorized to own and operate water systems or facilities may become Members upon unanimous approval by the Board. In the event a new Member is approved by the Board, this Contract shall be amended to acknowledge the new Member and make additional changes as may be needed. Any such amendment must be ratified by the governing body of each Member.

6.4. Deletion of Member. Until there are more than two parties to this contract, the provisions for termination of the Authority shall govern the deletion of a party from this Contract. If an additional Member is added, the amendment to this Contract adding the new Member shall determine the procedure for deleting a Member.

ARTICLE 7. GENERAL PROVISIONS

7.1. Amendment. No amendment to this Contract, including an amendment adding parties to the Contract in the future, shall be effective unless it is in writing and signed by the Authority and each Member. An amendment to add a Member to this Contract shall specify the conditions and requirements to be fulfilled by the new Member.

7.2. Partial Invalidity. If any portion of this Contract is determined by a court having jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining portions of this Contract, the intention being that the various provisions of this Contract are severable.

7.3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis and applicable federal law.

7.4. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January in each year.

7.5. Authority. Each party hereto represents and warrants that it has all requisite power, corporate or otherwise, to execute, deliver and perform their obligations pursuant to this Contract. Each party hereto represents and warrants to the other that the execution, delivery and performance of this Contract has been duly authorized by it, and that upon execution and delivery, this Contract will constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Contract.

7.6. Notices. If under the terms of this Contract, or as needed in the regular business of the Authority, notice is to be provided to any Member, said notice shall be deemed provided upon personal delivery or after providing electronic notice of the same. The names or address to whom notice is to be sent may be modified by the affected Member by a written notice in writing to the Authority. Until so modified, the persons to receive notice are as follows:

Prowers County

Prowers County Administrator
301 South Main Street, Suite 215
Lamar, Colorado 81052
ATTN: Don Wilson, County Administrator

With a copy to:

Rose Pugliese, County Attorney
Prowers County
c/o Rose F. Pugliese LLC
9235 N. Union Blvd., Ste. 150, #128
Colorado Spring, Colorado 80920

Bent County

Bent County Administrator
725 Bent Avenue
Las Animas, Colorado 81063
ATTN: Doug Bankert, County Administrator

With a copy to:

Rose Pugliese, County Attorney
Prowers County
c/o Rose F. Pugliese LLC
9235 N. Union Blvd., Ste. 150, #128
Colorado Spring, Colorado 80920

7.7. No Third-Party Beneficiaries. Nothing herein shall be construed to create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent or contractor of the Authority. No third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

7.8. Entire Agreement. This Contract constitutes the entire agreement among the parties pertaining to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings of the parties as to the subject matter of this Contract. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties or shall change or restrict the provisions of this Contract.

7.9. Governmental Immunity Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

7.10. Counterparts. This Contract may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed.

PROWERS COUNTY, COLORADO

By: _____
Ron Cook
Chair, Board of County Commissioners

August 26, 2025

ATTEST:

By: _____
County Clerk and Recorder

[Seal]

BENT COUNTY, COLORADO

By: _____
Alan Stump
Chair, Board of County Commissioners

August 21, 2025

ATTEST:

By: _____
County Clerk and Recorder

[Seal]

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/26/25

Submitter: Rose Pugliese / Don Wilson

Submitted to the County Administration Office on: 8/18/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving Memorandum of Understanding (MOU) between Prowers County's Prowers Area Transit (PATs), a department of Prowers County, and Alta Vista Charter School (School) for transportation services for the School's parents who register their children for this service during the 2025-2026 school year.

Justification or Background:

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

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

Approved by the County Attorney on: 08-15-2025

Additional Approvals (if required):



Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052

719-336-8034 Fax: 719-336-8018

MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding (MOU) is executed between Prowers County's Prowers Area Transit (PATs), a department within Prowers County, and Alta Vista Charter School (School) for transportation services for the School's parents who register their children for this service during the 2025-2026 school year.

1. **Ridership service provided** – PATs will provide pickup and delivery of the School's students who are signed up for ridership. Pickup of the students will be during the school week at approximately 4:15 p.m. at the designated bus stop (DeWitt's Excavating Parking lot). The students will be delivered to an address as provided to PATs by the School for each individual student. Delivery shall be no later than 5:15 p.m.
2. **Minimum Ridership Required** – There shall be a minimum of 11 paid School students per month committed to PATs ridership for the 2025 – 2026 School year. Should the School fail to meet this minimum ridership commitment, this MOU will be deemed null and void.
3. **Signing up the students for PATs Ridership** – The School shall be responsible for the signing up of its students for PATs ridership for the 2025-2026 School year and providing these registrations to the PATs Director, prior to the first day of the 2025-2026 School year. Said registration form will be provided to the School prior to their registration date.
4. **Collection of Ridership Fees** – The School shall be responsible for collecting all PATs ridership fees for its registered students who ride the PATs bus during the 2025-2026 school year. The fees will be delivered or mailed to the PATs office, 200 East Hickory Street, Lamar, Colorado 81052 on a monthly basis. *The agreed fees schedule is attached.*
5. **Deficiency in Operation Costs vs Revenue** – In the event that the PATs Operation costs for providing ridership services to the School's students for the 2025-2026 school year exceed the revenue derived from the ridership fees (based on the minimum number of riders required), PATs will provide an itemized statement to the School no later than June 1, 2026. The School shall pay the deficit amount to PATs no later than July 1, 2026. Checks will be made payable to Prowers Area Transit.
6. **Termination of Agreement** – Either party may terminate this MOU Agreement for any reason upon a 30-day written notice to the other party. If to PATs: Director, 200 East Hickory Street, Lamar, Colorado 81052. If to the School: Talara Coen, Alta Vista Charter School, 8785 CR LL, Lamar, Colorado 81052.
7. **SATUTORY COUNTY** – Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.
8. **ASSIGNMENT** – School may not assign this contract without the written consent of Prowers County.



*Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

9. VENUE – Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.
10. APPROPRIATION – Any monetary obligation to Prowers County payable after the current fiscal year is subject to appropriation as provided by law.
11. PUBLIC RECORD – In the event Prowers County receives a public record demand pursuant to the Colorado Open Records Act for copies of documents which the agreement provides are confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by email to School. School shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The School shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the School requests Prowers County not to disclose such records.
12. INDEMNIFICATION – School shall indemnify, save, and hold harmless Prowers County against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the School, or its employees, agents, officers and representatives.
13. DEFAULT – In the event of a default, the defaulting party shall have fifteen (15) days after receipt of written notice of default to cure such default or provide sufficient proof that demonstrates that measures to correct default are diligently being taken.
14. INDEPENDENT CONTRACTOR – The School shall perform its duties hereunder as an independent contractor and shall be solely responsible for the acts of the School, its employees, and agents. Neither the School nor any agent or employee of the School shall be or shall be deemed to be an agent or employee of Prowers County. The School shall pay when due all required employment, income, and other taxes on any monies paid by Prowers County pursuant to this contract. The School acknowledges that the School and its employees are not entitled to unemployment insurance benefits unless the School or a third party provides such coverage and that Prowers County does not pay for or otherwise provide such coverage. The School shall have no authorization, express or implied, to bind Prowers County to any agreements, liabilities, or understandings except as expressly set forth herein. The School shall provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law and provides proof of such insurance when requested by Prowers County.
15. OFFICIALS NOT TO BENEFIT – No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. School warrants that it has not retained any



Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052

719-336-8034 Fax: 719-336-8018

School or person (other than a bona fide employee working solely for School) to solicit or secure this Agreement, and that School has not paid or agreed to pay to any School or person, (other than a bona fide employee working for School), any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to School. Upon Discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

16. **BINDING EFFECT** – This Agreement is binding upon the parties and their respective successors and permitted assigns. In the event of any conflict with the provisions of the main agreement, the provisions of the Addendum will control.
17. PATS reserves the right to refuse service for disruptive behavior, after giving notice to the PATS Director and to School.

Approved on this date: August 13, 2025

Ron Cook
Chairman, BOCC
Prowers County
Board of Commissioners

Roger Stagner
Commissioner
Prowers County
Board of Commissioners

Ty Harmon
Commissioner
Prowers County
Board of Commissioners

Talara Coen

Talara Coen (Aug 22, 2025 09:35:02 MDT)

Talara Coen
Administrator
Alta Vista School

D. Wilson

Don Wilson
County Administrator
Prowers Area Transit



*Prowers Area Transit
200 East Hickory St.
Lamar, Colorado 81052*

719-336-8034 Fax: 719-336-8018

**ALTA VISTA FEE SCHEDULE
SCHOOL YEAR 2025-2026**

AUGUST AND SEPTEMBER - \$30.00 PER STUDENT (The last 2 weeks in Aug is at no charge due to a separate grant paying for the rides of all residents who use the Prowers Area Transit during that time)

OCTOBER THROUGH MARCH - \$30.00 PER STUDENT

APRIL AND MAY - \$45.00 PER STUDENT

**Don Wilson
County Administrator
301 South Main
Lamar, CO. 81052
O: 719.336.8029
C: 719.468.6251
dwilson@prowerscounty.net**

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8/26/2025

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 8/15/2025

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Certification of Cost Allocation Plan for the year ending December 31, 2024

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

Certificate of Cost Allocation Plan

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal based on FY 2024 (Jan 1 – Dec 31, 2024) to establish cost allocations or billings or final indirect cost rates for FY 2026 (Jan 1 – Dec 31, 2026) are allowable in accordance with the requirements of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan and indirect cost proposal.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit: **PROWERS COUNTY, COLORADO**

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____



2 CFR Part 200 Cost Allocation Plan

Prowers County, Colorado

MGT.us

Based on Actual Expenditures & Data
From the Fiscal Year Ended December 31, 2024

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Section 2 Certification

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Section 5 Reading the Cost Allocation Plan

Section 6 2 CFR Part 200 Cost Allocation Plan

Section 1

Introduction

Introduction

The enclosed Indirect Cost Allocation Plan identifies the costs of indirect services provided by central service departments of Prowers County, Colorado (County) based on actual expenditures for fiscal year 2024. MGT Impact Solutions (MGT) prepared these documents at the request of the County. The Cost Allocation Plan is used by the County to claim indirect costs as charges against awards (grants) and other funds.

These documents are prepared in compliance with 2 CFR Part 200. County personnel provided the expenditure and allocation data to MGT consultants. MGT consultants then prepared the Cost Allocation Plan utilizing a double step-down methodology.

Federal Approval of Cost Allocation Plan

The County Cost Allocation Plan does not require federal approval prior to use. 2 CFR Part 200 requires only 'major local governments' to submit cost allocation plans for approval. Major local government is defined in Appendix V to Part 200, Paragraph B.5 as a government receiving more than \$100 million in direct Federal awards annually. All other local governments must maintain the plan and related supporting documentation for audit. The County received less than \$100 million in direct federal funding per the Schedule of Expenditures of Federal Awards in the most recent Single Audit.

The relevant sections of 2 CFR Part 200 are included in the paragraphs that follow:

Appendix V to Part 200, Paragraph B.5. Major local government means local government that receives more than \$100 million in direct Federal awards subject to this Part.

Appendix V to Part 200, Paragraph D.2. Each major local government is also required to submit a plan to its cognizant agency for indirect costs annually.

Appendix V to Part 200, Paragraph D.3. All other local governments claiming central service costs must develop a plan in accordance with the requirements described in this Part and maintain the plan and related supporting documentation for audit. These local governments are not required to submit their plans for Federal approval unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a local government only receives funds as a subrecipient, the pass-through entity will be responsible for monitoring the subrecipient's plan.

Federal Approval of Indirect Cost Rates

The County Indirect Cost Rates do not require federal approval prior to use. 2 CFR Part 200 requires government agencies or departments to submit indirect cost rates only if the department the rate is for receives more than \$35 million in direct federal funding annually. In the County, no one department received greater than \$35 million in direct federal funding per the Schedule of Expenditures of Federal Awards in the most recent Single Audit.

The relevant sections of 2 CFR Part 200 are included in the paragraphs that follow:

Appendix VII to Part 200, Paragraph D.1.b. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental department or agency must develop an indirect cost proposal in accordance with the requirements of this Part and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-Federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

Section 2

Certification

Certificate of Cost Allocation Plan and Indirect Cost Rate

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on FY 2024 (Jan 1 – Dec 31, 2024) to establish cost allocations or billings or final indirect cost rates for FY 2026 (Jan 1 – Dec 31, 2026) are allowable in accordance with the requirements of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan and indirect cost proposal.
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit: **PROWERS COUNTY, COLORADO**

Signature: _____

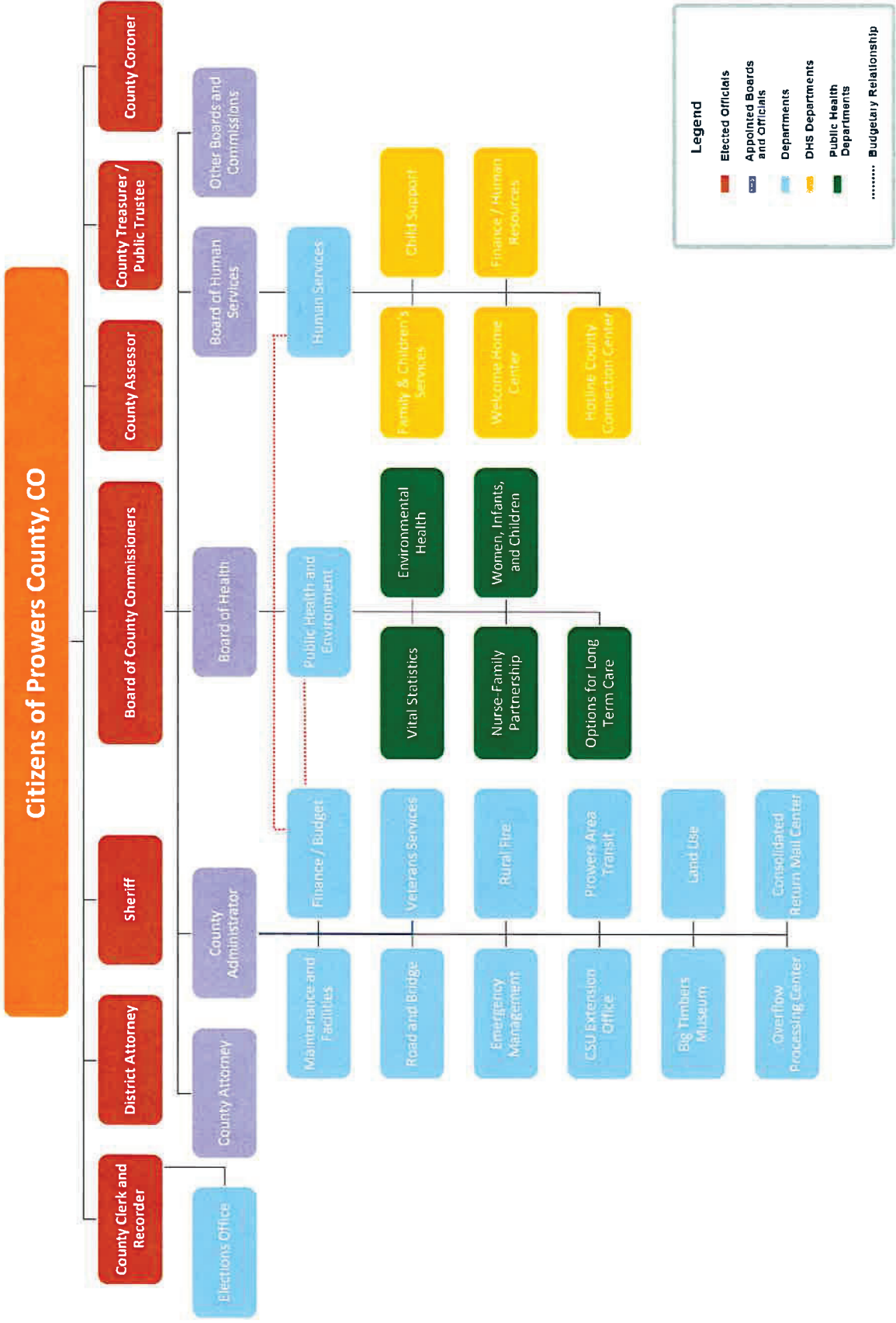
Name of Official: _____

Title: _____

Date of Execution: _____

Section 3

Organization Chart



Section 4

Human Services Reimbursement

Prowers County
Proposed Cost Allocation Reimbursement for Human Services
Based on FY2024 2 CFR Part 200 Cost Allocation Plan

Indirect Costs Allocated to Human Services	FY2022	FY2023	FY2024
Building Depreciation	\$ 565	\$ 686	\$ 10,474
Equipment Depreciation	-	-	-
02 Other Admin Offices	37,313	45,250	57,621
03 County Attorney	9,266	20,372	18,631
05 Administration	22,198	22,294	27,426
11 Building Maintenance	154,466	146,860	136,884
14 IT Services	-	(7,202)	(3,538)
Total	\$223,806	\$228,258	\$247,496

Calculation of County Reimbursement	
(A) Total of Current Year Actual	\$223,806
(B) Total of Two Year Prior Actual	186,431
(C) Rollforward (A - B)	37,375
(D) Other Adjustments	0
(E) Current Year Fixed (A + C + D)	\$261,181

State Reimbursement (30%) **\$78,354** **\$69,813** **\$81,356**

Section 5

Reading a Cost Allocation Plan

Reading the Cost Allocation Plan

Overview

The 2 CFR Part 200 Cost Allocation Plan is a document that distributes, or allocates, County indirect costs. Indirect costs are those costs incurred by County divisions and departments that benefit other County divisions and departments. Examples of indirect costs are accounting, purchasing, human resources and information technology.

The primary purpose for preparing the Cost Allocation Plan is to (1) identify the appropriate division and department indirect costs and (2) calculate corresponding indirect cost rates.

The significant steps involved in preparing the Cost Allocation Plan include the following:

- Identify the County divisions and departments that provide support to other divisions and departments. These divisions and departments are referred to as central service or allocating departments.
- Identify the County divisions and departments that receive support from other divisions and departments. These departments are referred to as grantee or receiving departments.

- Accumulate the allowable actual expenditures of the County divisions and departments that provide support to other divisions and departments.
- Distribute, or allocate, the allowable expenditures of the County divisions and departments that provide support to other County divisions and departments based on available, meaningful, measurable and auditable allocation statistics that match the service provided to the service received.

Process

A double-step down allocation methodology is used to allocate the allowable costs of the central service divisions and departments. This methodology recognizes the cross support provided between central service divisions and departments. For example, accounting supports information technology by providing payroll, paying vouchers and preparing a budget. Information technology, however, also supports accounting by providing software and hardware and by maintaining and administering various applications and systems.

The double-step down methodology requires an initial sequencing of allocating divisions and departments. In the first step of the double-step methodology, allowable costs from central service divisions and departments are allocated in the sequence selected to all County divisions, departments and funds; including to other central service divisions and departments. The second step in the double-step down methodology is made to fully account for the cross support provided between central service divisions and departments. Central

service divisions and departments are closed after the second step in the double-step down allocation methodology.

Sections

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The first few pages of the Cost Allocation Plan are the Table of Contents. The column on the left side of the pages lists the central service, or allocating, divisions and departments. Each central service division and department is broken down into functions. Functions are the specific services provided by a particular division and department. The middle column lists the allocation base for each corresponding function. The column on the right side of the pages is the applicable page number.

Summary Schedule

The next few pages of the Cost Allocation Plan are the Summary Schedule. The Summary Schedule identifies the total dollar amount allocated from every allocating division and department to every receiving division and department. Allocating divisions and departments are listed down the left column and receiving divisions, departments and funds are listed across the top of each page.

Detail Schedules

The remaining pages of the Cost Allocation Plan are the details schedules for every central service division and department. The details schedule for each central service division and department is structured in the following format.

Narrative. Lists the division and department name, provides a brief description of the activities performed, it identifies the functions and the corresponding allocation base.

Departmental Costs (A). The actual expenditures for that division and department.

Incoming Costs (B). The support costs coming into the division and department from other allocating divisions and departments.

Total Allocated (C). The total amount allocated for that division and department. This amount is found at the end of the Incoming Costs schedule.

Function Allocations. The distribution, or allocation, of the Total Allocated costs by function.

Allocation Summary. The summary of allocated costs by function.

Section 6

Central Services Cost Allocation Plan

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Summary Schedule

Department	01 Commissioners	04 Public Trustee	07 County Clerk Operations	08 County Clerk Elections	09 County Treasurer	10 County Assessor	12 District Attorney	13 County Sheriff	15 County Coroner	16 Emergency Management
1 Building Depreciation	\$6,801	\$0	\$11,335	\$4,534	\$9,068	\$9,068	\$0	\$0	\$0	\$0
2 Equipment Depreciation	0	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	4,708	150	6,599	2,924	3,916	5,364	5,017	49,137	1,498	1,240
5 03 County Attorney	1,141	0	1,901	760	1,521	1,521	0	13,308	380	0
7 05 Administration	8,359	487	10,331	6,841	7,802	8,869	2,043	70,588	3,405	5,256
12 11 Building Maintenance	22,003	0	36,671	14,668	29,337	29,337	9,972	0	3,435	0
15 14 IT Services	2,362	0	5,736	4,724	5,061	6,411	0	28,005	2,024	337
Total Current Allocations	\$45,373	\$637	\$72,572	\$34,452	\$56,705	\$60,569	\$17,032	\$161,038	\$10,742	\$6,833

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Summary Schedule

Department	17 Public Health Services	19 Extension Service	22 Big Timbers Museum	24 Prowers Prevention Project	25 Prowers Area Transit	27 Community Resource Services	31 UPS	32 Rural Fire Department	36 Land Use	Fd02 Road & Bridge
1 Building Depreciation	\$0	\$214	\$0	\$0	\$0	\$0	\$0	\$0	\$214	\$0
2 Equipment Depreciation	0	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	0	1,058	841	0	7,786	96	0	1,805	1,382	49,859
5 03 County Attorney	0	380	760	0	3,422	0	0	380	380	6,844
7 05 Administration	0	2,033	4,167	0	16,492	85	0	6,397	3,605	62,865
12 11 Building Maintenance	0	4,603	6,869	0	0	0	0	3,435	4,603	0
15 14 IT Services	0	0	2,024	0	6,411	0	0	1,687	2,699	3,037
Total Current Allocations	\$0	\$8,288	\$14,662	\$0	\$34,110	\$181	\$0	\$13,703	\$12,884	\$122,605

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Summary Schedule

Department	Fd03 Sales Use Tax	Fd04 Contingent	Fd05 Library	Fd06 Conservation Trust	Fd07 Capital	Fd08 Outside Agency	Fd09 Lodging Tax	Fd10 Human Services	Fd11 Public Health	Fd12 H3C
1 Building Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,474	\$5,558	\$6,199
2 Equipment Depreciation	0	0	0	0	0	0	0	0	0	0
4 02 Other Admin Offices	40,107	0	0	445	2,173	0	3,247	57,621	51,184	12
5 03 County Attorney	0	0	0	0	0	0	0	18,631	9,886	11,026
7 05 Administration	18,045	0	0	933	972	0	3,677	27,426	74,549	23,320
12 11 Building Maintenance	0	0	0	0	0	0	0	136,884	119,886	133,496
15 14 IT Services	0	0	0	0	0	0	0	(3,538)	41,839	30,705
Total Current Allocations	\$58,152	\$0	\$0	\$1,378	\$3,146	\$0	\$6,923	\$247,498	\$302,701	\$204,758

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Summary Schedule

Department	Fd13 CRMC	Fd14 OPC	Other	2nd Allocation Orphans	Total
1 Building Depreciation	\$0	\$0	\$0	\$0	\$63,462
2 Equipment Depreciation	0	0	0	0	0
4 02 Other Admin Offices	28,729	21,912	59	0	348,869
5 03 County Attorney	11,407	9,886	0	0	93,535
7 05 Administration	42,033	35,431	233	0	446,243
12 11 Building Maintenance	103,037	89,299	68,031	0	815,367
15 14 IT Services	32,054	30,705	0	0	202,284
Total Current Allocations	\$217,260	\$187,232	\$68,323	\$0	\$1,969,761

Building Depreciation Nature and Extent of Services

The Building Depreciation department was created to capture annual the annual depreciation amount for County buildings. The Building Depreciation department includes the following functions:

Courthouse. Actual annual depreciation on the County Courthouse is included in this function. Courthouse depreciation is allocated based on the square footage of occupied space.

Maxwell Annex. Actual annual depreciation on the Maxwell Annex building is included in this function. Maxwell Annex depreciation is allocated based on the square footage of occupied space.

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A. Department Costs

Description	Amount	General Admin	Courthouse	Maxwell Annex
Personnel Costs				
Salaries	0	0	0	0
Salary % Split		.00%	.00%	.00%
Benefits	0	0	0	0
Subtotal - Personnel Costs	0	0	0	0
Services & Supplies Cost				
Courthouse Depreciation	49,872	0	49,872	0
Maxwell Annex Depreciation	24,368	0	0	24,368
Subtotal - Services & Supplies	74,240	0	49,872	24,368
Department Cost Total	74,240	0	49,872	24,368
Adjustments to Cost				
Subtotal - Adjustments	0	0	0	0
Total Costs After Adjustments	74,240	0	49,872	24,368
General Admin Distribution	0	0	0	0
Grand Total	\$74,240	\$49,872	\$24,368	

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B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

Dept: 1 Building Depreciation

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Courthouse Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	13.64%	\$6,801	\$0	\$6,801	\$0	\$6,801
7 05 Administration	4	18.18%	9,068	0	9,068	0	9,068
8 07 County Clerk Operations	5	22.73%	11,335	0	11,335	0	11,335
9 08 County Clerk Elections	2	9.09%	4,534	0	4,534	0	4,534
10 09 County Treasurer	4	18.18%	9,068	0	9,068	0	9,068
11 10 County Assessor	4	18.18%	9,068	0	9,068	0	9,068
Subtotal	22	100.00%	49,872	0	49,872	0	49,872
Direct Bills					0		0
Total					\$49,872		\$49,872

Basis Units: FTEs of occupying depts
Source:

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Maxwell Annex Allocations

Dept:1 Building Depreciation

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 11 Building Maintenance	8	7.02%	\$1,710	\$0	\$1,710	\$0	\$1,710
19 19 Extension Service	1	0.88%	214	0	214	0	214
26 36 Land Use	1	0.88%	214	0	214	0	214
35 Fd10 Human Services	49	42.98%	10,474	0	10,474	0	10,474
36 Fd11 Public Health	26	22.81%	5,558	0	5,558	0	5,558
37 Fd12 H3C	29	25.44%	6,199	0	6,199	0	6,199
Subtotal	114	100.00%	24,368	0	24,368	0	24,368
Direct Bills					0		0
Total					\$24,368		\$24,368

Basis Units: FTEs of occupying depts
Source:

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Allocation Summary

Department	Courthouse	Maxwell Annex	Total
3 01 Commissioners	\$6,801	\$0	\$6,801
7 05 Administration	9,068	0	9,068
8 07 County Clerk Operations	11,335	0	11,335
9 08 County Clerk Elections	4,534	0	4,534
10 09 County Treasurer	9,068	0	9,068
11 10 County Assessor	9,068	0	9,068
12 11 Building Maintenance	0	1,710	1,710
19 19 Extension Service	0	214	214
26 36 Land Use	0	214	214
35 Fd10 Human Services	0	10,474	10,474
36 Fd11 Public Health	0	5,558	5,558
37 Fd12 H3C	0	6,199	6,199
Total	\$49,872	\$24,368	\$74,240

Equipment Depreciation Nature and Extent of Services

The Equipment Depreciation department was created to capture annual the annual depreciation amount for County equipment. The Depreciation department includes the following function:

Equipment Depreciation. Actual annual depreciation of equipment is included in this function and allocated to each department by actual depreciation.

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A. Department Costs

Description		Amount	General Admin	Equipment Depreciation
Personnel Costs				
Salaries	S	0	0	0
Salary % Split			.00%	.00%
Benefits	S	0	0	0
Subtotal - Personnel Costs		0	0	0
Services & Supplies Cost				
Vehicle Depreciation	P	7,604	0	7,604
Subtotal - Services & Supplies		7,604	0	7,604
Department Cost Total		7,604	0	7,604
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		7,604	0	7,604
General Admin Distribution			0	0
Grand Total		<u>\$7,604</u>		<u>\$7,604</u>

B. Incoming Costs - (Default Spread Expense%)

Dept:2 Equipment Depreciation

No Indirect Costs

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Dept:2 Equipment Depreciation

Equipment Depreciation Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 11 Building Maintenance	100	100.00%	\$7,604	\$0	\$7,604	\$0	\$7,604
Subtotal	100	100.00%	7,604	0	7,604	0	7,604
Direct Bills					0		0
Total					\$7,604		\$7,604

Basis Units: Actual Depreciation by Dept.
Source:

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Allocation Summary

Dept:2 Equipment Depreciation

Department	Equipment Depreciation	Total
12 11 Building Maintenance	\$7,604	\$7,604
Total	\$7,604	\$7,604

02 Other Admin Offices Nature and Extent of Services

The Other Admin Offices department contains several countywide allocable expenditures including audit, insurance, and other administrative costs. The Administration department includes the following functions.

Countywide. Costs associated with overall County administration are allocated based on expenditures by fund/dept.

Audit. Audit costs are allocated based on expenditures by fund/dept excluding DHS.

Other Costs. Costs associated with Clerk & Recorder activities are allocated directly to Clerk & Recorder.

Courthouse. Costs associated with the Courthouse Security Maintenance are allocated based on FTE by fund/dept to occupants of the Courthouse.

Vehicle Insurance. Vehicle insurance costs paid by District Attorney, Human Services, and the Welcome Home Center are allocated based on actual cost by fund/dept.

Workers Comp. Workers comp costs paid by District Attorney, Human Services, and the Welcome Home Center are allocated based on actual cost by fund/dept.

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A. Department Costs

Dept:4 02 Other Admin Offices

Description		Amount	General Admin	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
Personnel Costs									
Salaries	S1	0	0	0	0	0	0	0	0
Salary % Split			.00%	.00%	.00%	.00%	.00%	.00%	.00%
Benefits	P	19,894	0	19,894	0	0	0	0	0
Subtotal - Personnel Costs		19,894	0	19,894	0	0	0	0	0
Services & Supplies Cost									
Action 22 Dues	P	1,000	0	0	0	1,000	0	0	0
American Rescue Plan Expense	P	37,509	0	0	0	37,509	0	0	0
Advertising/Legal Notices	P	6,981	0	0	0	6,981	0	0	0
Annual Audit Expense	P	38,470	0	0	38,470	0	0	0	0
ARCA Search Annual Fee	P	1,599	0	0	0	1,599	0	0	0
Bristol Water & San. Support	P	0	0	0	0	0	0	0	0
Brownfield Grant	P	92,558	0	0	0	92,558	0	0	0
CCI Dues	P	14,305	0	0	0	14,305	0	0	0
Contingency	P	1,439	0	0	0	1,439	0	0	0
County Holiday Expense	P	6,890	0	0	0	6,890	0	0	0
County Treasurer Fees	P	135,400	0	0	0	135,400	0	0	0
COVID Expense	P	0	0	0	0	0	0	0	0
Courthouse Security Maintenance	P	0	0	0	0	0	0	0	0
E911 Operating Expense	P	187,736	0	0	0	187,736	0	0	0
Economic Development	P	7,000	0	0	0	7,000	0	0	0
Holly - Soil Conservation Pmnt	P	0	0	0	0	0	0	0	0
Holly Ambulance Assistance	P	0	0	0	0	0	0	0	0
Holly Gateway Fair Board	P	7,500	0	0	0	7,500	0	0	0
Jail Monitoring Lease	P	0	0	0	0	0	0	0	0
Lamar - Soil Conservation Pmnt	P	2,000	0	0	0	2,000	0	0	0
Lamar Ambulance Assistance	P	145,000	0	0	0	145,000	0	0	0
Lamar Chamber Dues	P	500	0	0	0	500	0	0	0
LAWMA Shares Assessment	P	2,705	0	0	0	2,705	0	0	0

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A. Department Costs

Dept:4 02 Other Admin Offices

Description	Amount	General Admin	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
Litigation - Legal Fees	15,931	0	0	0	15,931	0	0	0
Master Plan	150,209	0	0	0	150,209	0	0	0
Mileage/Meeting Expense	0	0	0	0	0	0	0	0
Misc - Open Enrollment Exp	226	0	0	0	226	0	0	0
Miscellaneous	2,396	0	0	0	2,396	0	0	0
NACO Dues	450	0	0	0	450	0	0	0
PEP Support	25,000	0	0	0	25,000	0	0	0
PEP/Redi Grant Exp	38,500	0	0	0	38,500	0	0	0
Plat Maps/Books	631	0	0	0	631	0	0	0
Professional Services	0	0	0	0	0	0	0	0
Property & Liability Insurance	320,081	0	320,081	0	0	0	0	0
Property Tax Incentive Rebates	0	0	0	0	0	0	0	0
RESADA	4,732	0	0	0	4,732	0	0	0
SCEDD Annual Dues	3,000	0	0	0	3,000	0	0	0
SE&E Colorado Recycling Assoc	3,000	0	0	0	3,000	0	0	0
SEBREA Dues	1,000	0	0	0	1,000	0	0	0
SECED Dues	2,259	0	0	0	2,259	0	0	0
SECED IHOP Grant Exp	33,743	0	0	0	33,743	0	0	0
SECRETAC Support	0	0	0	0	0	0	0	0
SS Fair Board Contract	65,000	0	0	0	65,000	0	0	0
SW Chief Rail Line Grant Cont	0	0	0	0	0	0	0	0
Transfer Out to PHA Fund	41,963	0	0	0	0	0	0	0
Vehicle Insurance (DA, DHS, WHC)	8,492	0	0	0	0	0	8,492	0
Work Comp (DA, DHS, WHC)	9,095	0	0	0	0	0	0	9,095
Subtotal - Services & Supplies	1,414,300	0	320,081	38,470	996,199	0	8,492	9,095
Department Cost Total	1,434,194	0	339,975	38,470	996,199	0	8,492	9,095
Adjustments to Cost								
Transfer Out to PHA Fund	(41,963)	0	0	0	0	0	0	0

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A. Department Costs

Dept:4 02 Other Admin Offices

Description	Amount	General Admin	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
Subtotal - Adjustments	(41,963)	0	0	0	0	0	0	0
Total Costs After Adjustments	1,392,231	0	339,975	38,470	996,199	0	8,492	9,095
General Admin Distribution		0	0	0	0	0	0	0
Grand Total	\$1,392,231	\$339,975	\$38,470	\$996,199	\$0	\$8,492	\$9,095	

not allocated

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B. Incoming Costs - (Default Spread Expense%)

Dept:4 02 Other Admin Offices

Department	First Incoming	Second Incoming	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp
4 Countywide	\$0	\$17,114	\$4,179	\$473	\$12,246	\$0	\$104	\$112
4 Audit	0	2,314	565	64	1,656	0	14	15
Subtotal - 02 Other Admin Offices	0	19,428	4,744	537	13,902	0	119	127
7 Finance	0	8,049	1,966	222	5,760	0	49	53
7 Accounts Payable	0	2,816	688	78	2,015	0	17	18
Subtotal - 05 Administration	0	10,865	2,653	300	7,775	0	66	71
Total Incoming	0	30,293	7,397	837	21,676	0	185	198
C. Total Allocated		\$1,422,524	\$347,372	\$39,307	\$1,017,875	\$0	\$8,677	\$9,293
			24.42%	2.76%	71.55%		0.61%	0.65%

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Countywide Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	339,763.09	1.19%	\$4,054	\$0	\$4,054	\$93	\$4,147
4 02 Other Admin Offices	1,434,192.58	5.03%	17,114	0	17,114	0	17,114
5 03 County Attorney	96,000.00	0.34%	1,146	0	1,146	26	1,172
6 04 Public Trustee	10,852.63	0.04%	130	0	130	3	132
7 05 Administration	444,959.61	1.56%	5,310	0	5,310	122	5,431
8 07 County Clerk Operations	476,215.31	1.67%	5,683	0	5,683	130	5,813
9 08 County Clerk Elections	211,042.08	0.74%	2,518	0	2,518	58	2,576
10 09 County Treasurer	282,613.29	0.99%	3,372	0	3,372	77	3,450
11 10 County Assessor	387,086.11	1.36%	4,619	0	4,619	106	4,725
12 11 Building Maintenance	913,357.15	3.21%	10,899	0	10,899	250	11,149
13 12 District Attorney	288,945.00	1.01%	3,448	0	3,448	79	3,527
14 13 County Sheriff	3,545,994.89	12.45%	42,313	0	42,313	969	43,283
15 14 IT Services	210,800.59	0.74%	2,515	0	2,515	58	2,573
16 15 County Coroner	108,103.06	0.38%	1,290	0	1,290	30	1,320
17 16 Emergency Management	89,454.03	0.31%	1,067	0	1,067	24	1,092
19 19 Extension Service	76,363.12	0.27%	911	0	911	21	932
20 22 Big Timbers Museum	60,678.33	0.21%	724	0	724	17	741
22 25 Prowers Area Transit	561,863.07	1.97%	6,705	0	6,705	154	6,858
23 27 Community Resource Services	6,923.00	0.02%	83	0	83	2	85
25 32 Rural Fire Department	130,228.39	0.46%	1,554	0	1,554	36	1,590
26 36 Land Use	99,744.37	0.35%	1,190	0	1,190	27	1,217
27 Fd02 Road & Bridge	3,598,090.83	12.63%	42,935	0	42,935	984	43,919
28 Fd03 Sales Use Tax	2,894,334.77	10.16%	34,537	0	34,537	791	35,329
31 Fd06 Conservation Trust	32,089.67	0.11%	383	0	383	9	392
32 Fd07 Capital	156,846.25	0.55%	1,872	0	1,872	43	1,914
34 Fd09 Lodging Tax	234,283.67	0.82%	2,796	0	2,796	64	2,860
35 Fd10 Human Services	4,424,783.00	15.53%	52,800	0	52,800	1,210	54,009
36 Fd11 Public Health	3,720,663.00	13.06%	44,398	0	44,398	1,017	45,415
38 Fd13 CRMC	2,073,217.29	7.28%	24,739	0	24,739	567	25,306
39 Fd14 OPC	1,581,254.38	5.55%	18,869	0	18,869	432	19,301
40 Other	279.33	0.00%	3	0	3	0	3
Subtotal	28,491,021.89	100.00%	339,975	0	339,975	7,397	347,372
Direct Bills					0	0	0
Total					\$339,975		\$347,372

Basis Units: Expenditures by fund/dept
Source:

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Audit Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	339,763.09	1.43%	\$548	\$0	\$548	\$13	\$561
4 02 Other Admin Offices	1,434,192.58	6.02%	2,314	0	2,314	0	2,314
5 03 County Attorney	96,000.00	0.40%	155	0	155	4	159
6 04 Public Trustee	10,852.63	0.05%	18	0	18	0	18
7 05 Administration	444,959.61	1.87%	718	0	718	17	735
8 07 County Clerk Operations	476,215.31	2.00%	768	0	768	18	786
9 08 County Clerk Elections	211,042.08	0.89%	341	0	341	8	348
10 09 County Treasurer	282,613.29	1.19%	456	0	456	11	467
11 10 County Assessor	387,086.11	1.62%	625	0	625	14	639
12 11 Building Maintenance	913,357.15	3.83%	1,474	0	1,474	34	1,508
13 12 District Attorney	288,945.00	1.21%	466	0	466	11	477
14 13 County Sheriff	3,545,994.89	14.87%	5,722	0	5,722	132	5,855
15 14 IT Services	210,800.59	0.88%	340	0	340	8	348
16 15 County Coroner	108,103.06	0.45%	174	0	174	4	178
17 16 Emergency Management	89,454.03	0.38%	144	0	144	3	148
19 19 Extension Service	76,363.12	0.32%	123	0	123	3	126
20 22 Big Timbers Museum	60,678.33	0.25%	98	0	98	2	100
22 25 Prowers Area Transit	561,863.07	2.36%	907	0	907	21	928
23 27 Community Resource Services	6,923.00	0.03%	11	0	11	0	11
25 32 Rural Fire Department	130,228.39	0.55%	210	0	210	5	215
26 36 Land Use	99,744.37	0.42%	161	0	161	4	165
27 Fd02 Road & Bridge	3,598,090.83	15.09%	5,806	0	5,806	134	5,941
28 Fd03 Sales Use Tax	2,894,334.77	12.14%	4,671	0	4,671	108	4,779
31 Fd06 Conservation Trust	32,089.67	0.13%	52	0	52	1	53
32 Fd07 Capital	156,846.25	0.66%	253	0	253	6	259
34 Fd09 Lodging Tax	234,283.67	0.98%	378	0	378	9	387
36 Fd11 Public Health	3,494,028.29	14.66%	5,638	0	5,638	131	5,769
38 Fd13 CRMC	2,073,217.29	8.70%	3,346	0	3,346	77	3,423
39 Fd14 OPC	1,581,254.38	6.63%	2,552	0	2,552	59	2,611
40 Other	279.33	0.00%	0	0	0	0	0
Subtotal	23,839,604.18	100.00%	38,470	0	38,470	837	39,307
Direct Bills					0		0
Total					\$38,470		\$39,307

Basis Units: Expenditures by fund/dept excluding DHS

Source:

Courthouse Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	13.64%	\$0	\$0	\$0	\$0	\$0
7 05 Administration	4	18.18%	0	0	0	0	0
8 07 County Clerk Operations	5	22.73%	0	0	0	0	0
9 08 County Clerk Elections	2	9.09%	0	0	0	0	0
10 09 County Treasurer	4	18.18%	0	0	0	0	0
11 10 County Assessor	4	18.18%	0	0	0	0	0
Subtotal	22	100.00%	0	0	0	0	0
Direct Bills					0		0
Total					\$0		\$0

Basis Units: FTEs of occupying depts
Source:

**Prowers County
2 CFR Part 200**

Vehicle Insurance Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	566	6.67%	\$566	\$0	\$566	\$12	\$578
35 Fd10 Human Services	7,359	86.67%	7,360	(7,359)	1	160	161
37 Fd12 H3C	566	6.67%	566	(566)	0	12	12
Subtotal	8,491	100.00%	8,492	(7,925)	567	185	752
Direct Bills					7,925		7,925
Total					\$8,492		\$8,677

Basis Units: Actual cost by fund/dept
Source:

**Prowers County
2 CFR Part 200**

Workers Comp Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	425	4.67%	\$425	\$0	\$425	\$9	\$434
35 Fd10 Human Services	8,616	94.73%	8,616	(5,353)	3,263	187	3,450
40 Other	54	0.59%	54	0	54	1	55
Subtotal	9,095	100.00%	9,095	(5,353)	3,742	198	3,940
Direct Bills					5,353		5,353
Total					\$9,095		\$9,293

Basis Units: Actual cost by fund/dept

Source:

**Prowers County
2 CFR Part 200**

Allocation Summary

Department	Countywide	Audit	Other Costs	Courthouse	Vehicle Insurance	Workers Comp	Total
0 Direct Billed	\$0	\$0	\$0	\$0	\$7,925	\$5,353	\$13,278
3 01 Commissioners	4,147	561		0	0	0	4,708
4 02 Other Admin Offices	17,114	2,314		0	0	0	19,428
5 03 County Attorney	1,172	159		0	0	0	1,330
6 04 Public Trustee	132	18		0	0	0	150
7 05 Administration	5,431	735		0	0	0	6,166
8 07 County Clerk Operations	5,813	786		0	0	0	6,599
9 08 County Clerk Elections	2,576	348		0	0	0	2,924
10 09 County Treasurer	3,450	467		0	0	0	3,916
11 10 County Assessor	4,725	639		0	0	0	5,364
12 11 Building Maintenance	11,149	1,508		0	0	0	12,657
13 12 District Attorney	3,527	477		0	578	434	5,017
14 13 County Sheriff	43,283	5,855		0	0	0	49,137
15 14 IT Services	2,573	348		0	0	0	2,921
16 15 County Coroner	1,320	178		0	0	0	1,498
17 16 Emergency Management	1,092	148		0	0	0	1,240
19 19 Extension Service	932	126		0	0	0	1,058
20 22 Big Timbers Museum	741	100		0	0	0	841
22 25 Prowers Area Transit	6,858	928		0	0	0	7,786
23 27 Community Resource Services	85	11		0	0	0	96
25 32 Rural Fire Department	1,590	215		0	0	0	1,805
26 36 Land Use	1,217	165		0	0	0	1,382
27 Fd02 Road & Bridge	43,919	5,941		0	0	0	49,859
28 Fd03 Sales Use Tax	35,329	4,779		0	0	0	40,107
31 Fd06 Conservation Trust	392	53		0	0	0	445
32 Fd07 Capital	1,914	259		0	0	0	2,173
34 Fd09 Lodging Tax	2,860	387		0	0	0	3,247
35 Fd10 Human Services	54,009	0		0	161	3,450	57,621
36 Fd11 Public Health	45,415	5,769		0	0	0	51,184
37 Fd12 H3C	0	0		0	12	0	12
38 Fd13 CRMC	25,306	3,423		0	0	0	28,729
39 Fd14 OPC	19,301	2,611		0	0	0	21,912
40 Other	3	0		0	0	55	59
Total	\$347,372	\$39,307	\$0	\$0	\$8,677	\$9,293	\$404,649

Attorney Nature and Extent of Services

The contracted Attorney represents the County in all legal matters. The Attorney department includes the following function.

Attorney. Costs associated with providing legal counsel and services for departments are allocated based on the number of FTEs by fund/dept.

**Prowers County
2 CFR Part 200**

A. Department Costs

Description	Amount	General Admin	County Attorney
Personnel Costs			
Salaries	0	0	0
Salary % Split		.00%	.00%
Benefits	0	0	0
Subtotal - Personnel Costs	0	0	0
Services & Supplies Cost			
Legal Fees - Litigation	0	0	0
Postage/Copies/Fees	0	0	0
Prof Services - 1041 Reg	0	0	0
Prof Services - Spec Projects	0	0	0
Professional Services	96,000	0	96,000
Subtotal - Services & Supplies	96,000	0	96,000
Department Cost Total	96,000	0	96,000
Adjustments to Cost			
Prof Services - 1041 Reg	0	0	0
Subtotal - Adjustments	0	0	0
Total Costs After Adjustments	96,000	0	96,000
General Admin Distribution		0	0
Grand Total	\$96,000		\$96,000

**Prowers County
2 CFR Part 200**

FY2024
8/21/2025
Dept:5 03 County Attorney

B. Incoming Costs - (Default Spread Expense%)

Department	First Incoming	Second Incoming	County Attorney
4 Countywide	\$1,146	\$26	\$1,172
4 Audit	155	4	159
Subtotal - 02 Other Admin Offices	1,300	30	1,330
7 Finance	0	539	539
7 Accounts Payable	0	228	228
Subtotal - 05 Administration	0	767	767
Total Incoming	1,300	797	2,097
C. Total Allocated		\$98,097	\$98,097
			100.00%

**Prowers County
2 CFR Part 200**

County Attorney Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	1.16%	\$1,131	\$0	\$1,131	\$9	\$1,141
7 05 Administration	4	1.55%	1,509	0	1,509	12	1,521
8 07 County Clerk Operations	5	1.94%	1,886	0	1,886	15	1,901
9 08 County Clerk Elections	2	0.78%	754	0	754	6	760
10 09 County Treasurer	4	1.55%	1,509	0	1,509	12	1,521
11 10 County Assessor	4	1.55%	1,509	0	1,509	12	1,521
12 11 Building Maintenance	8	3.10%	3,017	0	3,017	25	3,042
14 13 County Sheriff	35	13.57%	13,200	0	13,200	108	13,308
16 15 County Coroner	1	0.39%	377	0	377	3	380
19 19 Extension Service	1	0.39%	377	0	377	3	380
20 22 Big Timbers Museum	2	0.78%	754	0	754	6	760
22 25 Prowers Area Transit	9	3.49%	3,394	0	3,394	28	3,422
25 32 Rural Fire Department	1	0.39%	377	0	377	3	380
26 36 Land Use	1	0.39%	377	0	377	3	380
27 Fd02 Road & Bridge	18	6.98%	6,788	0	6,788	56	6,844
35 Fd10 Human Services	49	18.99%	18,480	0	18,480	151	18,631
36 Fd11 Public Health	26	10.08%	9,805	0	9,805	80	9,886
37 Fd12 H3C	29	11.24%	10,937	0	10,937	90	11,026
38 Fd13 CRMC	30	11.63%	11,314	0	11,314	93	11,407
39 Fd14 OPC	26	10.08%	9,805	0	9,805	80	9,886
Subtotal	258	100.00%	97,300	0	97,300	797	98,097
Direct Bills					0		0
Total					\$97,300		\$98,097

Basis Units: FTEs by fund/dept

Source:

**Prowers County
2 CFR Part 200**

FY2024
8/21/2025

Allocation Summary

Dept:5 03 County Attorney

Department	County Attorney	Total
3 01 Commissioners	\$1,141	\$1,141
7 05 Administration	1,521	1,521
8 07 County Clerk Operations	1,901	1,901
9 08 County Clerk Elections	760	760
10 09 County Treasurer	1,521	1,521
11 10 County Assessor	1,521	1,521
12 11 Building Maintenance	3,042	3,042
14 13 County Sheriff	13,308	13,308
16 15 County Coroner	380	380
19 19 Extension Service	380	380
20 22 Big Timbers Museum	760	760
22 25 Prowers Area Transit	3,422	3,422
25 32 Rural Fire Department	380	380
26 36 Land Use	380	380
27 Fd02 Road & Bridge	6,844	6,844
35 Fd10 Human Services	18,631	18,631
36 Fd11 Public Health	9,886	9,886
37 Fd12 H3C	11,026	11,026
38 Fd13 CRMC	11,407	11,407
39 Fd14 OPC	9,886	9,886
Total	\$98,097	\$98,097

Administration Nature and Extent of Services

The Administration department contains several allocable managerial, administrative and support divisions. The Administration department includes the following functions.

Finance. Costs associated with countywide Finance duties are allocated based on operating expenditures by fund/dept.

HR/Payroll. Costs associated with HR/Payroll are allocated based on the number of FTEs by fund/dept excluding DHS.

Accounts Payable. Costs associated with Accounts Payable are allocated based on the number of AP/PR transactions by fund/dept.

**Prowers County
2 CFR Part 200**

A. Department Costs

Description		Amount	General Admin	Finance	HR/Payroll	Accounts Payable
Personnel Costs						
Salaries	S1	253,978	86,039	58,181	55,641	54,117
Salary % Split			33.88%	22.91%	21.91%	21.31%
Benefits	S	49,567	16,792	11,355	10,859	10,562
Subtotal - Personnel Costs		303,545	102,831	69,535	66,500	64,679
Services & Supplies Cost						
Budget Software	S	28,145	9,535	6,447	6,166	5,997
Capital Outlay non-depreciated	S	0	0	0	0	0
Dues, Subs, Registrations	S	1,389	471	318	304	296
Equip Rentals/Leases	S	4,726	1,601	1,083	1,035	1,007
Maintenance Contracts (SB)	S	0	0	0	0	0
Mileage/Meeting Expense	S	2,599	880	595	569	554
Miscellaneous	S	49	17	11	11	10
Office Equipment	S	1,046	354	240	229	223
Office Supplies	S	9,861	3,341	2,259	2,160	2,101
Other Software	S	1,153	391	264	253	246
Postage/Freight	S	4,468	1,514	1,024	979	952
Professional Services	S	19,495	6,604	4,466	4,271	4,154
Software Contract	S	65,077	22,046	14,908	14,257	13,867
Telephone	S	1,517	514	348	332	323
Vehicle Insurance	S	566	192	130	124	121
Vehicle Maintenance / Fuel	S	1,183	401	271	259	252
Worker Compensation	S	140	47	32	31	30
Subtotal - Services & Supplies		141,414	47,906	32,395	30,981	30,132
Department Cost Total		444,959	150,737	101,930	97,481	94,811
Adjustments to Cost						
Subtotal - Adjustments		0	0	0	0	0
Total Costs After Adjustments		444,959	150,737	101,930	97,481	94,811
General Admin Distribution			(150,737)	52,221	49,942	48,574
Grand Total		\$444,959		\$154,151	\$147,423	\$143,385

**Prowers County
2 CFR Part 200**

B. Incoming Costs - (Default Spread Salary%)

Department	First Incoming	Second Incoming	Finance	HR/Payroll	Accounts Payable
1 Courthouse	\$9,068	\$0	\$3,141	\$3,004	\$2,922
Subtotal - Building Depreciation	9,068	0	3,141	3,004	2,922
4 Countywide	5,310	122	1,882	1,799	1,750
4 Audit	718	17	255	243	237
4 Courthouse	0	0	0	0	0
Subtotal - 02 Other Admin Offices	6,028	138	2,136	2,043	1,987
5 County Attorney	1,509	12	527	504	490
Subtotal - 03 County Attorney	1,509	12	527	504	490
7 Finance	0	2,497	865	827	805
7 HR/Payroll	0	2,927	1,014	970	943
7 Accounts Payable	0	5,518	1,912	1,828	1,778
Subtotal - 05 Administration	0	10,942	3,791	3,625	3,526
12 Courthouse	0	15,599	5,404	5,168	5,027
12 Countywide Maintenance	0	12,813	4,439	4,245	4,129
Subtotal - 11 Building Maintenance	0	28,412	9,843	9,413	9,156
15 IT Countywide	0	5,330	1,847	1,766	1,718
Subtotal - 14 IT Services	0	5,330	1,847	1,766	1,718
Total Incoming	16,604	44,835	21,285	20,356	19,798
C. Total Allocated	\$506,397	\$175,436	\$167,778	\$163,184	\$163,184
		34.64%	33.13%		32.22%

Finance Allocations

Dept:7 05 Administration

Prowers County
2 CFR Part 200

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	339,763.09	1.19%	\$1,907	\$0	\$1,907	\$199	\$2,106
4 02 Other Admin Offices	1,434,192.58	5.03%	8,049	0	8,049	0	8,049
5 03 County Attorney	96,000.00	0.34%	539	0	539	0	539
6 04 Public Trustee	10,852.63	0.04%	61	0	61	6	67
7 05 Administration	444,959.61	1.56%	2,497	0	2,497	0	2,497
8 07 County Clerk Elections	476,215.31	1.67%	2,673	0	2,673	279	2,952
9 08 County Clerk Elections	211,042.08	0.74%	1,184	0	1,184	124	1,308
10 09 County Treasurer	282,613.29	0.99%	1,586	0	1,586	166	1,752
11 10 County Assessor	387,086.11	1.36%	2,172	0	2,172	227	2,399
12 11 Building Maintenance	913,357.15	3.21%	5,126	0	5,126	535	5,661
13 12 District Attorney	288,945.00	1.01%	1,622	0	1,622	169	1,791
14 13 County Sheriff	3,545,994.89	12.45%	19,902	0	19,902	2,077	21,979
15 14 IT Services	210,800.59	0.74%	1,183	0	1,183	123	1,307
16 15 County Coroner	108,103.06	0.38%	607	0	607	63	670
17 16 Emergency Management	89,454.03	0.31%	502	0	502	52	554
19 19 Extension Service	76,363.12	0.27%	429	0	429	45	473
20 22 Big Timbers Museum	60,678.33	0.21%	341	0	341	36	376
22 25 Prowers Area Transit	561,863.07	1.97%	3,153	0	3,153	329	3,483
23 27 Community Resource Services	6,923.00	0.02%	39	0	39	4	43
25 32 Rural Fire Department	130,228.39	0.46%	731	0	731	76	807
26 36 Land Use	99,744.37	0.35%	560	0	560	58	618
27 Fd02 Road & Bridge	3,598,090.83	12.63%	20,194	0	20,194	2,108	22,302
28 Fd03 Sales Use Tax	2,894,334.77	10.16%	16,244	0	16,244	1,695	17,940
31 Fd06 Conservation Trust	32,089.67	0.11%	180	0	180	19	199
32 Fd07 Capital	156,846.25	0.55%	880	0	880	92	972
34 Fd09 Lodging Tax	234,283.67	0.82%	1,315	0	1,315	137	1,452
35 Fd10 Human Services	4,424,783.00	15.53%	24,834	0	24,834	2,592	27,426
36 Fd11 Public Health	3,720,663.00	13.06%	20,882	0	20,882	2,179	23,061
38 Fd13 CRMC	2,073,217.29	7.28%	11,636	0	11,636	1,214	12,850
39 Fd14 OPC	1,581,254.38	5.55%	8,875	0	8,875	926	9,801
40 Other	279.33	0.00%	2	0	2	0	2
Subtotal	28,491,021.89	100.00%	159,903	0	159,903	15,532	175,436
Direct Bills					0		0
Total					\$159,903		\$175,436

Basis Units: Operating expenditures by fund/dept
Source:

**Prowers County
2 CFR Part 200**

HR/Payroll Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	1.44%	\$2,195	\$0	\$2,195	\$217	\$2,412
7 05 Administration	4	1.91%	2,927	0	2,927	0	2,927
8 07 County Clerk Operations	5	2.39%	3,658	0	3,658	362	4,021
9 08 County Clerk Elections	2	0.96%	1,463	0	1,463	145	1,608
10 09 County Treasurer	4	1.91%	2,927	0	2,927	290	3,217
11 10 County Assessor	4	1.91%	2,927	0	2,927	290	3,217
12 11 Building Maintenance	8	3.83%	5,854	0	5,854	580	6,433
14 13 County Sheriff	35	16.75%	25,609	0	25,609	2,536	28,145
16 15 County Coroner	1	0.48%	732	0	732	72	804
19 19 Extension Service	1	0.48%	732	0	732	72	804
20 22 Big Timbers Museum	2	0.96%	1,463	0	1,463	145	1,608
22 25 Prowers Area Transit	9	4.31%	6,585	0	6,585	652	7,237
25 32 Rural Fire Department	1	0.48%	732	0	732	72	804
26 36 Land Use	1	0.48%	732	0	732	72	804
27 Fd02 Road & Bridge	18	8.61%	13,170	0	13,170	1,304	14,475
36 Fd11 Public Health	26	12.44%	19,024	0	19,024	1,884	20,908
37 Fd12 H3C	29	13.88%	21,219	0	21,219	2,101	23,320
38 Fd13 CRMC	30	14.35%	21,951	0	21,951	2,174	24,125
39 Fd14 OPC	26	12.44%	19,024	0	19,024	1,884	20,908
Subtotal	209	100.00%	152,924	0	152,924	14,854	167,778
Direct Bills					0		0
Total					\$152,924		\$167,778

Basis Units: FTE count by fund/dept excluding DHS
Source:

**Prowers County
2 CFR Part 200**

Accounts Payable Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	183	2.34%	\$3,482	\$0	\$3,482	\$359	\$3,841
4 02 Other Admin Offices	148	1.89%	2,816	0	2,816	0	2,816
5 03 County Attorney	12	0.15%	228	0	228	0	228
6 04 Public Trustee	20	0.26%	381	0	381	39	420
7 05 Administration	290	3.71%	5,518	0	5,518	0	5,518
8 07 County Clerk Operations	160	2.05%	3,044	0	3,044	314	3,358
9 08 County Clerk Elections	187	2.39%	3,558	0	3,558	367	3,925
10 09 County Treasurer	135	1.73%	2,569	0	2,569	265	2,833
11 10 County Assessor	155	1.98%	2,949	0	2,949	304	3,253
12 11 Building Maintenance	1,098	14.05%	20,892	0	20,892	2,153	23,045
13 12 District Attorney	12	0.15%	228	0	228	24	252
14 13 County Sheriff	975	12.47%	18,552	0	18,552	1,912	20,464
15 14 IT Services	54	0.69%	1,027	0	1,027	106	1,133
16 15 County Coroner	92	1.18%	1,751	0	1,751	180	1,931
17 16 Emergency Management	224	2.87%	4,262	0	4,262	439	4,701
19 19 Extension Service	36	0.46%	685	0	685	71	756
20 22 Big Timbers Museum	104	1.33%	1,979	0	1,979	204	2,183
22 25 Prowers Area Transit	275	3.52%	5,232	0	5,232	539	5,772
23 27 Community Resource Services	2	0.03%	38	0	38	4	42
25 32 Rural Fire Department	228	2.92%	4,338	0	4,338	447	4,785
26 36 Land Use	104	1.33%	1,979	0	1,979	204	2,183
27 Fd02 Road & Bridge	1,243	15.90%	23,651	0	23,651	2,438	26,089
28 Fd03 Sales Use Tax	5	0.06%	95	0	95	10	105
31 Fd06 Conservation Trust	35	0.45%	666	0	666	69	735
34 Fd09 Lodging Tax	106	1.36%	2,017	0	2,017	208	2,225
36 Fd11 Public Health	1,457	18.64%	27,723	0	27,723	2,857	30,580
38 Fd13 CRMC	241	3.08%	4,586	0	4,586	473	5,058
39 Fd14 OPC	225	2.88%	4,281	0	4,281	441	4,722
40 Other	11	0.14%	209	0	209	22	231
Subtotal	7,817	100.00%	148,736	0	148,736	14,448	163,184
Direct Bills					0		0
Total					\$148,736		\$163,184

Basis Units: Number of AP/PR transactions by fund/dept
Source:

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Allocation Summary

Department	Finance	HR/Payroll	Accounts Payable	Total
3 01 Commissioners	\$2,106	\$2,412	\$3,841	\$8,359
4 02 Other Admin Offices	8,049	0	2,816	10,865
5 03 County Attorney	539	0	228	767
6 04 Public Trustee	67	0	420	487
7 05 Administration	2,497	2,927	5,518	10,942
8 07 County Clerk Operations	2,952	4,021	3,358	10,331
9 08 County Clerk Elections	1,308	1,608	3,925	6,841
10 09 County Treasurer	1,752	3,217	2,833	7,802
11 10 County Assessor	2,399	3,217	3,253	8,869
12 11 Building Maintenance	5,661	6,433	23,045	35,140
13 12 District Attorney	1,791	0	252	2,043
14 13 County Sheriff	21,979	28,145	20,464	70,588
15 14 IT Services	1,307	0	1,133	2,440
16 15 County Coroner	670	804	1,931	3,405
17 16 Emergency Management	554	0	4,701	5,256
19 19 Extension Service	473	804	756	2,033
20 22 Big Timbers Museum	376	1,608	2,183	4,167
22 25 Prowers Area Transit	3,483	7,237	5,772	16,492
23 27 Community Resource Services	43	0	42	85
25 32 Rural Fire Department	807	804	4,785	6,397
26 36 Land Use	618	804	2,183	3,605
27 Fd02 Road & Bridge	22,302	14,475	26,089	62,865
28 Fd03 Sales Use Tax	17,940	0	105	18,045
31 Fd06 Conservation Trust	199	0	735	933
32 Fd07 Capital	972	0	0	972
34 Fd09 Lodging Tax	1,452	0	2,225	3,677
35 Fd10 Human Services	27,426	0	0	27,426
36 Fd11 Public Health	23,061	20,908	30,580	74,549
37 Fd12 H3C	0	23,320	0	23,320
38 Fd13 CRMC	12,850	24,125	5,058	42,033
39 Fd14 OPC	9,801	20,908	4,722	35,431
40 Other	2	0	231	233
Total	\$175,436	\$167,778	\$163,184	\$506,397

Building Maintenance Nature and Extent of Services

The Building Maintenance department is responsible for property management of County facilities including custodial and utilities. Services provided by the department include general building structure repairs and preventative maintenance. The Maintenance department includes the following functions:

Annex. Costs associated with building maintenance for the Annex are allocated based on FTEs of occupying departments.

Courthouse. Costs associated with building maintenance for the Courthouse are allocated based on FTEs of occupying departments.

Fairgrounds. Costs associated with building maintenance for the Fairgrounds are allocated directly to Other.

Johnson Building. Costs associated with building maintenance for the Johnson Building are allocated directly to District Attorney.

Museum. Costs associated with building maintenance for the Museum are allocated directly to Other.

Countywide Maintenance. Costs associated with countywide building maintenance and repair are allocated based on FTEs by fund/dept excluding Road & Bridge, Sheriff, Transit, and Community Resources.

Single Occupant Buildings. Costs associated with building maintenance for single occupant buildings are allocated based on actual costs by fund/dept.

Other Costs. Costs associated with maintaining public spaces are not allocated.

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A. Department Costs

Dept:12 11 Building Maintenance

Description		Amount	General Admin	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings
Personnel Costs										
Salaries	S1	347,710	0	0	0	0	0	0	347,710	0
Salary % Split			.00%	.00%	.00%	.00%	.00%	.00%	100.00%	.00%
Benefits	S	120,470	0	0	0	0	0	0	120,470	0
Subtotal - Personnel Costs		468,180	0	0	0	0	0	0	468,180	0
Services & Supplies Cost										
Advertising	D	0	0	0	0	0	0	0	0	0
Annex Building Maintenance	P	58,064	0	58,064	0	0	0	0	0	0
Capital Outlay	D	40,000	0	0	0	0	0	0	0	0
Courthouse Maintenance	P	37,297	0	0	37,297	0	0	0	0	0
Custodial Supplies	S	10,399	0	0	0	0	0	0	10,399	0
Elm Street Building Maint	P	0	0	0	0	0	0	0	0	0
Employee Uniform Expense	S	13,649	0	0	0	0	0	0	13,649	0
Fairgrounds Maintenance	P	16,486	0	0	0	16,486	0	0	0	0
Fairgrounds Rent Deposit Reimb	P	3,150	0	0	0	3,150	0	0	0	0
Johnson Building Maint - DA	P	4,320	0	0	0	0	4,320	0	0	0
Journey Bldg Maint	P	0	0	0	0	0	0	0	0	0
Maintenance Contracts	S	95	0	0	0	0	0	0	95	0
Miscellaneous	S	714	0	0	0	0	0	0	714	0
Museum Maint	S	2,831	0	0	0	0	0	0	2,831	0
Office Equipment	S	0	0	0	0	0	0	0	0	0
Office Supplies	S	1,240	0	0	0	0	0	0	1,240	0
Operating Supplies	S	26,343	0	0	0	0	0	0	26,343	0
Professional Services	S	41	0	0	0	0	0	0	41	0
Telephone & Elevator Phones	S	4,519	0	0	0	0	0	0	4,519	0
Tools & Equipment	S	15,650	0	0	0	0	0	0	15,650	0
Utilities	P	177,713	0	75,170	48,496	34,273	5,652	0	0	14,122
Vehicle Insurance	S	5,095	0	0	0	0	0	0	5,095	0
Vehicle Maintenance/Fuel	S	14,963	0	0	0	0	0	0	14,963	0

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A. Department Costs

Dept:12 11 Building Maintenance

Description	Amount	General Admin	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings
Vehicle Purchase	0	0	0	0	0	0	0	0	0
Welcome Home Center Maint	5,050	0	0	0	0	0	0	0	0
Worker Compensation	7,557	0	0	0	0	0	0	7,557	0
Subtotal - Services & Supplies	445,176	0	133,234	85,793	53,909	9,972	0	103,096	14,122
Department Cost Total	913,356	0	133,234	85,793	53,909	9,972	0	571,276	14,122
Adjustments to Cost									
Advertising	0	0	0	0	0	0	0	0	0
Capital Outlay	(40,000)	0	0	0	0	0	0	0	0
Vehicle Purchase	0	0	0	0	0	0	0	0	0
Subtotal - Adjustments	(40,000)	0	0	0	0	0	0	0	0
Total Costs After Adjustments	873,356	0	133,234	85,793	53,909	9,972	0	571,276	14,122
General Admin Distribution		0	0	0	0	0	0	0	0
Grand Total	\$873,356		\$133,234	\$85,793	\$53,909	\$9,972	\$0	\$571,276	\$14,122

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A. Department Costs

Description		Amount	Other Costs
Personnel Costs			
Salaries	S1	347,710	0
Salary % Split			.00%
Benefits	S	120,470	0
Subtotal - Personnel Costs		468,180	0
Services & Supplies Cost			
Advertising	D	0	0
Annex Building Maintenance	P	58,064	0
Capital Outlay	D	40,000	0
Courthouse Maintenance	P	37,297	0
Custodial Supplies	S	10,399	0
Elm Street Building Maint	P	0	0
Employee Uniform Expense	S	13,649	0
Fairgrounds Maintenance	P	16,486	0
Fairgrounds Rent Deposit Reimb	P	3,150	0
Johnson Building Maint - DA	P	4,320	0
Journey Bldg Maint	P	0	0
Maintenance Contracts	S	95	0
Miscellaneous	S	714	0
Museum Maint	S	2,831	0
Office Equipment	S	0	0
Office Supplies	S	1,240	0
Operating Supplies	S	26,343	0
Professional Services	S	41	0
Telephone & Elevator Phones	S	4,519	0
Tools & Equipment	S	15,650	0
Utilities	P	177,713	0
Vehicle Insurance	S	5,095	0
Vehicle Maintenance/Fuel	S	14,963	0

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A. Department Costs

Description		Amount	Other Costs
Vehicle Purchase	D	0	0
Welcome Home Center Maint	P	5,050	5,050
Worker Compensation	S	7,557	0
Subtotal - Services & Supplies		445,176	5,050
Department Cost Total		913,356	5,050
Adjustments to Cost			
Advertising	D	0	0
Capital Outlay	D	(40,000)	0
Vehicle Purchase	D	0	0
Subtotal - Adjustments		(40,000)	0
Total Costs After Adjustments		873,356	5,050
General Admin Distribution			0
Grand Total		\$873,356	\$5,050
			not allocated

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B. Incoming Costs - (Default Spread Salary%)

Dept:12 11 Building Maintenance

Department	First Incoming	Second Incoming	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings	Other Costs
1 Maxwell Annex	\$1,710	\$0	\$0	\$0	\$0	\$0	\$0	\$1,710	\$0	\$0
Subtotal - Building Depreciation	1,710	0	0	0	0	0	0	1,710	0	0
2 Equipment Depreciation	7,604	0	0	0	0	0	0	7,604	0	0
Subtotal - Equipment Depreciation	7,604	0	0	0	0	0	0	7,604	0	0
4 Countywide	10,899	250	0	0	0	0	0	11,149	0	0
4 Audit	1,474	34	0	0	0	0	0	1,508	0	0
Subtotal - 02 Other Admin Offices	12,373	284	0	0	0	0	0	12,657	0	0
5 County Attorney	3,017	25	0	0	0	0	0	3,042	0	0
Subtotal - 03 County Attorney	3,017	25	0	0	0	0	0	3,042	0	0
7 Finance	5,126	535	0	0	0	0	0	5,661	0	0
7 HR/Payroll	5,854	580	0	0	0	0	0	6,433	0	0
7 Accounts Payable	20,892	2,153	0	0	0	0	0	23,045	0	0
Subtotal - 05 Administration	31,872	3,268	0	0	0	0	0	35,140	0	0
12 Annex	0	9,350	0	0	0	0	0	9,350	0	0
12 Countywide Maintenance	0	25,627	0	0	0	0	0	25,627	0	0
Subtotal - 11 Building Maintenance	0	34,976	0	0	0	0	0	34,976	0	0
15 IT Countywide	0	3,998	0	0	0	0	0	3,998	0	0
Subtotal - 14 IT Services	0	3,998	0	0	0	0	0	3,998	0	0
Total Incoming	56,575	42,550	0	0	0	0	0	99,126	0	0
C. Total Allocated	\$133,234	\$972,482	\$133,234	\$85,793	\$53,909	\$9,972	\$0	\$670,402	\$14,122	\$5,050
	13.70%		8.82%		5.54%	1.03%		68.94%	1.45%	0.52%

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Annex Allocations

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 11 Building Maintenance	8	7.02%	\$9,350	\$0	\$9,350	\$0	\$9,350
19 19 Extension Service	1	0.88%	1,169	0	1,169	0	1,169
26 36 Land Use	1	0.88%	1,169	0	1,169	0	1,169
35 Fd10 Human Services	49	42.98%	57,267	(88,677)	(31,410)	0	(31,410)
36 Fd11 Public Health	26	22.81%	30,387	0	30,387	0	30,387
37 Fd12 H3C	29	25.44%	33,893	0	33,893	0	33,893
Subtotal	114	100.00%	133,234	(88,677)	44,557	0	44,557
Direct Bills					88,677		88,677
Total					\$133,234		\$133,234

Basis Units: FTEs of occupying depts
Source:

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Courthouse Allocations

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	13.64%	\$11,699	\$0	\$11,699	\$0	\$11,699
7 05 Administration	4	18.18%	15,599	0	15,599	0	15,599
8 07 County Clerk Operations	5	22.73%	19,498	0	19,498	0	19,498
9 08 County Clerk Elections	2	9.09%	7,799	0	7,799	0	7,799
10 09 County Treasurer	4	18.18%	15,599	0	15,599	0	15,599
11 10 County Assessor	4	18.18%	15,599	0	15,599	0	15,599
Subtotal	22	100.00%	85,793	0	85,793	0	85,793
Direct Bills					0		0
Total					\$85,793		\$85,793

Basis Units: FTEs of occupying depts
Source:

Fairgrounds Allocations	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
40 Other		100	100.00%	\$53,909	\$0	\$53,909	\$0	\$53,909
Subtotal		100	100.00%	53,909	0	53,909	0	53,909
Direct Bills						0		0
Total						\$53,909		\$53,909
Basis Units: Direct to Other								
Source:								

Johnson Building Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
13 12 District Attorney	100	100.00%	\$9,972	\$0	\$9,972	\$0	\$9,972
Subtotal	100	100.00%	9,972	0	9,972	0	9,972
Direct Bills					0		0
Total					\$9,972		\$9,972

Basis Units: Direct to District Attorney
Source:

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Dept:12 11 Building Maintenance

Museum Allocations		Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
40	Other		100	100.00%	\$0	\$0	\$0	\$0	\$0
Subtotal			100	100.00%	0	0	0	0	0
Direct Bills							0	0	0
Total							\$0		\$0
Basis Units: Direct to Other									
Source:									

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Countywide Maintenance Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	3	1.53%	\$9,610	\$0	\$9,610	\$694	\$10,304
7 05 Administration	4	2.04%	12,813	0	12,813	0	12,813
8 07 County Clerk Operations	5	2.55%	16,017	0	16,017	1,156	17,173
9 08 County Clerk Elections	2	1.02%	6,407	0	6,407	463	6,869
10 09 County Treasurer	4	2.04%	12,813	0	12,813	925	13,738
11 10 County Assessor	4	2.04%	12,813	0	12,813	925	13,738
12 11 Building Maintenance	8	4.08%	25,627	0	25,627	0	25,627
16 15 County Coroner	1	0.51%	3,203	0	3,203	231	3,435
19 19 Extension Service	1	0.51%	3,203	0	3,203	231	3,435
20 22 Big Timbers Museum	2	1.02%	6,407	0	6,407	463	6,869
25 32 Rural Fire Department	1	0.51%	3,203	0	3,203	231	3,435
26 36 Land Use	1	0.51%	3,203	0	3,203	231	3,435
35 Fd10 Human Services	49	25.00%	156,963	0	156,963	11,331	168,294
36 Fd11 Public Health	26	13.27%	83,286	0	83,286	6,013	89,299
37 Fd12 H3C	29	14.80%	92,896	0	92,896	6,706	99,603
38 Fd13 CRMC	30	15.31%	96,100	0	96,100	6,938	103,037
39 Fd14 OPC	26	13.27%	83,286	0	83,286	6,013	89,299
Subtotal	196	100.00%	627,851	0	627,851	42,550	670,402
Direct Bills					0		0
Total					\$627,851		\$670,402

Basis Units: FTEs by fund/dept excl. R&B, Sheriff, Transit & Comm Resources
Source:

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Single Occupant Buildings Allocations

Dept:12 11 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
40 Other	100	100.00%	\$14,122	\$0	\$14,122	\$0	\$14,122
Subtotal	100	100.00%	14,122	0	14,122	0	14,122
Direct Bills					0		0
Total					\$14,122		\$14,122

Basis Units: Actual costs by fund/dept.
Source:

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Dept:12 11 Building Maintenance

Allocation Summary

Department	Annex	Courthouse	Fairgrounds	Johnson Building	Museum	Countywide Maintenance	Single Occupant Buildings	Other Costs	Total
0 Direct Billed	\$88,677	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,677
3 01 Commissioners	0	11,699	0	0	0	10,304	0	0	22,003
7 05 Administration	0	15,599	0	0	0	12,813	0	0	28,412
8 07 County Clerk Operations	0	19,498	0	0	0	17,173	0	0	36,671
9 08 County Clerk Elections	0	7,799	0	0	0	6,869	0	0	14,668
10 09 County Treasurer	0	15,599	0	0	0	13,738	0	0	29,337
11 10 County Assessor	0	15,599	0	0	0	13,738	0	0	29,337
12 11 Building Maintenance	9,350	0	0	0	0	25,627	0	0	34,976
13 12 District Attorney	0	0	0	9,972	0	0	0	0	9,972
16 15 County Coroner	0	0	0	0	0	3,435	0	0	3,435
19 19 Extension Service	1,169	0	0	0	0	3,435	0	0	4,603
20 22 Big Timbers Museum	0	0	0	0	0	6,869	0	0	6,869
25 32 Rural Fire Department	0	0	0	0	0	3,435	0	0	3,435
26 36 Land Use	1,169	0	0	0	0	3,435	0	0	4,603
35 Fd10 Human Services	(31,410)	0	0	0	0	168,294	0	0	136,884
36 Fd11 Public Health	30,387	0	0	0	0	89,299	0	0	119,686
37 Fd12 H3C	33,893	0	0	0	0	99,603	0	0	133,496
38 Fd13 CRMC	0	0	0	0	0	103,037	0	0	103,037
39 Fd14 OPC	0	0	0	0	0	89,299	0	0	89,299
40 Other	0	0	53,909	0	0	0	14,122	0	68,031
Total	\$133,234	\$85,793	\$53,909	\$9,972	\$0	\$670,402	\$14,122	\$0	\$967,432

IT Services
Nature and Extent of Services

The IT Services department is responsible for providing technology services and support for the County. The IT Services department includes the following function:

IT Countywide. Costs associated with Information Technology are allocated based on device counts by fund/dept, DHS weighted @ 10%.

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A. Department Costs

Description		Amount	General Admin	IT Countywide
Personnel Costs				
Salaries	S1	0	0	0
Salary % Split			.00%	.00%
Benefits	S	0	0	0
Subtotal - Personnel Costs		0	0	0
Services & Supplies Cost				
Capital Outlay	S	0	0	0
Email Service	S	37,258	0	37,258
Equipment Repair/Maint	S	0	0	0
Internet Service (SECOM)	S	10,574	0	10,574
IT Supplies	S	184	0	184
Maintenance Contracts	S	2,247	0	2,247
Mileage/Meeting Security Audit	S	0	0	0
Office Equipment	S	0	0	0
Office Supplies	S	0	0	0
Professional Services - Tech	S	75,579	0	75,579
Security Audit	S	0	0	0
Software Licenses	S	76,984	0	76,984
Telephone	S	0	0	0
Website Hosting	S	2,575	0	2,575
Website Upgrade	S	5,400	0	5,400
Worker Compensation	S	0	0	0
Subtotal - Services & Supplies		210,801	0	210,801
Department Cost Total		210,801	0	210,801
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		210,801	0	210,801
General Admin Distribution			0	0
Grand Total		\$210,801		\$210,801

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Dept:15 14 IT Services

B. Incoming Costs - (Default Spread Expense%)

Department	First Incoming	Second Incoming	IT Countywide
4 Countywide	\$2,515	\$58	\$2,573
4 Audit	340	8	348
Subtotal - 02 Other Admin Offices	2,856	66	2,921
7 Finance	1,183	123	1,307
7 Accounts Payable	1,027	106	1,133
Subtotal - 05 Administration	2,211	229	2,440
15 IT Countywide	0	2,332	2,332
Subtotal - 14 IT Services	0	2,332	2,332
Total Incoming	5,066	2,627	7,693
C. Total Allocated		\$218,494	\$218,494
			100.00%

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IT Countywide Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 01 Commissioners	7	1.08%	\$2,332	\$0	\$2,332	\$30	\$2,362
7 05 Administration	16	2.47%	5,330	0	5,330	0	5,330
8 07 County Clerk Operations	17	2.62%	5,663	0	5,663	73	5,736
9 08 County Clerk Elections	14	2.16%	4,664	0	4,664	60	4,724
10 09 County Treasurer	15	2.31%	4,997	0	4,997	64	5,061
11 10 County Assessor	19	2.93%	6,329	0	6,329	81	6,411
12 11 Building Maintenance	12	1.85%	3,998	0	3,998	0	3,998
14 13 County Sheriff	83	12.81%	27,650	0	27,650	356	28,005
15 14 IT Services	7	1.08%	2,332	0	2,332	0	2,332
16 15 County Coroner	6	0.93%	1,999	0	1,999	26	2,024
17 16 Emergency Management	1	0.15%	333	0	333	4	337
20 22 Big Timbers Museum	6	0.93%	1,999	0	1,999	26	2,024
22 25 Prowers Area Transit	19	2.93%	6,329	0	6,329	81	6,411
25 32 Rural Fire Department	5	0.77%	1,666	0	1,666	21	1,687
26 36 Land Use	8	1.23%	2,665	0	2,665	34	2,699
27 Fd02 Road & Bridge	9	1.39%	2,998	0	2,998	39	3,037
35 Fd10 Human Services	3	0.46%	999	(4,550)	(3,551)	13	(3,538)
36 Fd11 Public Health	124	19.14%	41,308	0	41,308	531	41,839
37 Fd12 H3C	91	14.04%	30,315	0	30,315	390	30,705
38 Fd13 CPMC	95	14.66%	31,647	0	31,647	407	32,054
39 Fd14 OPC	91	14.04%	30,315	0	30,315	390	30,705
Subtotal	648	100.00%	215,867	(4,550)	211,317	2,627	213,944
Direct Bills					4,550		4,550
Total					\$215,867		\$218,494

Basis Units: Device counts by fund/dept excluding DHS

Source:

Prowers County
2 CFR Part 200

FY2024
8/21/2025

Allocation Summary

Dept:15 14 IT Services

Department	IT Countywide	Total
0 Direct Billed	\$4,550	\$4,550
3 01 Commissioners	2,362	2,362
7 05 Administration	5,330	5,330
8 07 County Clerk Operations	5,736	5,736
9 08 County Clerk Elections	4,724	4,724
10 09 County Treasurer	5,061	5,061
11 10 County Assessor	6,411	6,411
12 11 Building Maintenance	3,998	3,998
14 13 County Sheriff	28,005	28,005
15 14 IT Services	2,332	2,332
16 15 County Coroner	2,024	2,024
17 16 Emergency Management	337	337
20 22 Big Timbers Museum	2,024	2,024
22 25 Prowers Area Transit	6,411	6,411
25 32 Rural Fire Department	1,687	1,687
26 36 Land Use	2,699	2,699
27 Fd02 Road & Bridge	3,037	3,037
35 Fd10 Human Services	(3,538)	(3,538)
36 Fd11 Public Health	41,839	41,839
37 Fd12 H3C	30,705	30,705
38 Fd13 CRMC	32,054	32,054
39 Fd14 OPC	30,705	30,705
Total	\$218,494	\$218,494

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 8-26-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 8-18-2025

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-12-2025 verbal poll approval of submitting 2026 CDOT 5311 Grant Application on behalf of Prowers Area Transit (PATs) Department.

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):



Proposed Award Summary

Congratulations! The Division of Transit and Rail (DTR) at CDOT has evaluated your application. We are pleased to inform you that DTR has approved (or partially approved) your application for project funds. This Proposed Award provides a summary of the offered award. Your application for project funds may be split into two or more projects with a separate award offer for each funding source and/or project type, so be sure to respond to each Proposed Award you receive.

Proposed Award Summary Info

Agency:	Prowers County	Award Offer Letter Name:	Proposed Award -1183
Award Type:	5311 Admin/Operating	Application:	A2.0-0009018
Description:	2026-5311: Admin/Operating	Funding Source:	FTA-5311
Award Year:	2026	Awarded Amount:	\$235,949.00

Project Description

The Agency shall maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement, and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.



The awarded funding is provided to support the services described in the Project Description above for calendar year 2026 (January 1 – December 31).

Budget Details & Acceptance

Please enter your proposed Admin and Operating Award Amounts in the fields below. Your Local Match Amounts will calculate once you click "Save".

The combined Admin Award Amount and Operating Award Amount CANNOT EXCEED the Total Awarded Amount.

Total Awarded Amount: \$235,949.00

Total Local Match Amount: \$187,069.00

Admin Award Amount: \$65,172

Operating Award Amount: \$170,776

Please provide a brief justification for the Admin Award Amount above:

The admin award helps pay for salaries, employee benefits, insurance, supplies and materials necessary for the administration of our transit program

Please provide a brief justification for the Operating Award Amount above:

The operating award will be used to help fund salaries, employee benefits, bus operating building utilities, insurance, supplies, materials and fuel expenses necessary to the operation of our transit program

Admin Local Match Amount: \$16,293.00

Operating Local Match Amount: \$170,776.00

Please confirm the Local Match Amount here and enter the source and status of matching funds. If you plan to deny the award, please enter N/A.:

Admin Match will equal \$16,293.24
Operating Match will equal \$170,776.04
Local funds will be sourced from Prowers Medical Center \$2,500, High Plains Clinic \$4,000, Area Agency on Aging \$3,000 and Prowers County General Fund \$177,569.28

Acceptance

Do you accept this award?:

Attachments

Upload Attachments

Document Name

Update Date/Time

2829 W. Howard Place Denver, CO 80204-2305 P 303.757.9011 www.codot.gov



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: Now 8/26/2025 (initial February 25, 2025)

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 8/18/25 (originally 02/07/2025)

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: Effective January 1, 2025

Item Title/Recommended Board Action: Consider approval of 2025 Intergovernmental Agreement between Prowers County Public Health and Environment and Kiowa County to receive public health services from Prowers County.

Justification or Background: We cannot find the copy signed by RCook.

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

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

Approved by the County Attorney on: Dec '24 (was approved before it was sent for Kiowa BOCC signature)

Additional Approvals (if required):

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

THANK YOU!



Public Health
Prevent. Promote. Protect

2025
11/13

Powers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052
Phone: (719) 336-8721 Fax: (719) 336-9763

www.powerscounty.net

THIS AGREEMENT is made and entered into this 12 day of Dec, 2024 by and between **Powers County, Colorado, c/o Powers County Public Health and Environment**, and **Kiowa County, Colorado, c/o Kiowa County Public Health (KCPH)**, by and through its Board of Health (BOH).

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2025 through December 31, 2025.

2. RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill KCPH a flat fee of \$1,848 for CY 2025 for approximately 22 hours of service for any environmental health services rendered to Kiowa County or its citizens. The hourly rate for the initial term of this agreement shall be \$84.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$1,848. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the Kiowa County Board of Health, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Kiowa County; these hours and activities will be documented and submitted to the KCPH semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an invoice to KCPH by February 15, 2025 in the amount of \$1848.
- d. KCPH shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

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

11. NON-APPROPRIATION

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

12. SEVERABILITY

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

13. TERMINATION

PCPHE or KCPH may terminate this Agreement by giving 30-day notice, in writing, to the other party.

14. NOTICES

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

PCPHE - Environmental Health Representative:

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

KCPH Representative:

Kiowa County Board of Health
Donald Oswald, Chairman
1305 Goff (PO Box 100)
Eads, CO 81036

15. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of 12/12, 2024,
to be effective as of January 1, 2025.

PROWERS COUNTY

Chairman BOCC

Date

KIOWA COUNTY

David Buckle
Chairman BOCC

12/12/2024
Date

EXHIBIT 1
ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Kiowa County during the period beginning January 1, 2025 and ending December 31, 2025.

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

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

SPECIFICATIONS

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

RECORDS AND RECORD MANAGEMENT

Kiowa County will collaborate with PCPHE to provide appropriate historical records and define record keeping needs. Forms identified in state regulations shall be used and/or others agreed upon by both Kiowa County and PCPHE. PCPHE will collaborate with Kiowa County to complete reports required by the Colorado Department of Public Health and Environment. PCPHE shall maintain all records and documents pertaining to the services provided under this Agreement for a period of 3-years or as required by state or Federal law and/or provide the records to Kiowa County for archiving. Upon the request of Kiowa County, PCPHE shall provide Kiowa County with copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by Kiowa County. Prior to the disposal of any records PCPHE has in its possession, PCPHE shall provide Kiowa County with a thirty (30) day written notice during which time Kiowa County may take physical possession of same at the storage site.

ENFORCEMENT

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

WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of Kiowa County, who shall

have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Kiowa in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

Environmental Health Service Program/Work Activity	Product Output	Estimated Quantity of Products
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-sight Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	21
Child Care Facility Inspection Program	Inspection Reports	2
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	0
Public Accommodations	Inspection Reports	1
School Safety Inspection Program	Inspection Reports	4
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	1
Zoonotic Disease	Investigation Reports	2
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2023

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the State as requested

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal dumping investigation
- Advise KCPHA and Kiowa County BOH on nuisance complaints
- Clandestine methamphetamine laboratory closure assistance
- Assist in disease investigations

ENVIRONMENTAL HEALTH CONSULTING

- General environmental health consulting and public information
- Adult and Child protection environmental consulting as requested

FOOD SAFETY AND SANITATION

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

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigation and compliance

WATER QUALITY

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

ZOOZOSES

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

Notes

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.

Purchase of Services Agreement
Kiowa County Environmental Health Services
Page 9

2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Paula Gonzales, County Finance Director

Submitted to the County Administration Office on: Email Poll 8-19-2025

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-19-2025 email poll approval for payment of bills presented for County General Fund A.P, in the amount of \$125,871.97, less three (3) voided checks of \$2,977.80 for a total Certification of \$122,894.17, DHS Fund A.P. in the amount of \$8,925.92, and H3C Fund A.P. in the amount of \$1,217.12, all with a Certification date of August 26, 2025 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$125,871.97
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **August 21, 2025**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 38,954.25	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ 10.78	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 59,380.32	-	-
ROAD & BRIDGE FUND	\$ 17,851.45	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 8,712.80	-	-
OPC FUND	\$ 962.37	-	-

Totals

DATE: August 21, 2025

DATE: August 21, 2025

DATE: August 21, 2025

DATE: August 21, 2025

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	125,871.97
AP + Fringes	\$	125,871.97
Total Pd Certification - Payroll	\$	125,871.97
Total Payroll + Fringes	\$	

Ending Check No.	76105
Beginning Check No.	76018

Total Number of Checks:	88
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STATE OF COLORADO }
COUNTY OF PROWERS } SS:

Abbie Campbell
Powers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

August 21, 2025

76018-76105

Void Ck 76055 Misprint \$ 38,954.25
 Void Ck 75560 Returned by Vendor \$ -
 Void Ck 75922 Vendor Correction \$ (1.80)
 \$ (2,976.00)

Payroll \$ -
 Total Fringes \$ - Total \$ 35,976.45

ARPA -

0018

Total \$ -

ROAD & BRIDGE FUND - 02

0020

\$ 17,851.45
 Payroll \$ -
 Fringes \$ - Total \$ 17,851.45

FSA (Cafeteria) 552

0552

\$ 10.78
 2024 \$ - Total \$ 10.78

Sheriff's Booking Fees

0675

\$ -
 2024 \$ -
 Payroll \$ - Total \$ -

SALES & USE TAX FUND - 03

0900

\$ -
 2024 \$ - Total \$ -

CONSERVATION TRUST FUND - 06

0130

\$ -
 2024 \$ - Total \$ -

CAPITAL FUND - 07

0100

\$ -
 2024 \$ - Total \$ -

OTHER AGENCIES FUND- 08

0014

\$ -
 2024 \$ - Total \$ -

LODGING TAX - 09

0014

\$ -
 Payroll \$ -
 Total Fringes \$ - Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

\$ 59,380.32
 Payroll \$ -
 Total Fringes \$ - Total \$ 59,380.32

CRMC

0016

\$ 8,712.80
 Payroll \$ -
 Total Fringes \$ - Total \$ 8,712.80

OPC

0017

\$ 962.37
 Payroll \$ -
 Total Fringes \$ - Total \$ 962.37


 Paula Gonzales, Finance Director

GRAND TOTAL \$ 122,894.17



Prowers County, CO

Check Register

Packet: APPKT00129 - 103.08.2025 08/21/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	08/21/2025	Regular	0.00	55.00	76018
AIR1	A-1 Rental & Sales	08/21/2025	Regular	0.00	780.00	76019
ATS1	Ace Tire Service LLC	08/21/2025	Regular	0.00	3,531.00	76020
VEN01012	ADRIANA WHATLEY	08/21/2025	Regular	0.00	500.00	76021
AI11	Airgas Intermountain Inc.	08/21/2025	Regular	0.00	817.98	76022
MEJIA	Amairini Vanessa Mejia	08/21/2025	Regular	0.00	200.00	76023
AMAZON	Amazon Capital Services	08/21/2025	Regular	0.00	332.59	76024
AQUACHEM	Aqua-Chem, Inc.	08/21/2025	Regular	0.00	575.00	76025
ATM1	Atmos Energy	08/21/2025	Regular	0.00	76.12	76026
AXIOM	Axiom Human Resource Solutions, Ir	08/21/2025	Regular	0.00	211.70	76027
BBC1	Bob Barker Company, Inc	08/21/2025	Regular	0.00	1,161.11	76028
BWS1	Bristol Water & Sanitation District	08/21/2025	Regular	0.00	55.00	76029
REEDB	Brittney Reed	08/21/2025	Regular	0.00	535.00	76030
VEN01043	Carla Dennis	08/21/2025	Regular	0.00	4,000.00	76031
CET1	Century Link	08/21/2025	Regular	0.00	92.03	76032
CHERRYROAD	CHERRYROAD MEDIA, INC	08/21/2025	Regular	0.00	57.50	76033
CHAND	Christine Anne Chandler	08/21/2025	Regular	0.00	500.00	76034
CINTASCORP	CINTAS CORPORATION NO. 2	08/21/2025	Regular	0.00	1,289.93	76035
LAM1	City of Lamar	08/21/2025	Regular	0.00	7,305.86	76036
LAM1	City of Lamar	08/21/2025	Regular	0.00	210.00	76037
COR1	Claudia Terrazas	08/21/2025	Regular	0.00	530.75	76038
CDL6	Colorado Division of Oil & Public Saf	08/21/2025	Regular	0.00	90.00	76039
CSS4	Colorado Secretary of State	08/21/2025	Regular	0.00	40.00	76040
DEL1	Coloradoland Tire & Service	08/21/2025	Regular	0.00	191.82	76041
NEUHOLDC	Courtney Neuhold	08/21/2025	Regular	0.00	157.00	76042
CURE	CureMD.com	08/21/2025	Regular	0.00	656.00	76043
VEN01041	Dee Lyons	08/21/2025	Regular	0.00	2,976.00	76044
DELL1	Dell Marketing L.P.	08/21/2025	Regular	0.00	2,875.68	76045
DEL2	DeLoach's Water Conditioning Inc.	08/21/2025	Regular	0.00	328.00	76046
DEI1	Digitcom Electronics Inc	08/21/2025	Regular	0.00	1,486.19	76047
MENDEZ	Divina Mendez	08/21/2025	Regular	0.00	433.33	76048
TOVARD	Donita Driskell	08/21/2025	Regular	0.00	80.00	76049
ELE1	Electra Pro LLC	08/21/2025	Regular	0.00	1,051.54	76050
ENV1	ESRI	08/21/2025	Regular	0.00	3,475.00	76051
EvoGov	EvoGov, Inc.	08/21/2025	Regular	0.00	199.00	76052
SKB1	Glaxosmithkline Pharmaceuticals	08/21/2025	Regular	0.00	4,873.26	76053
GNB1	GNBank	08/21/2025	Regular	0.00	13,189.73	76054
	Void	08/21/2025	Regular	0.00	0.00	76055
GOB1	Gobin's	08/21/2025	Regular	0.00	170.00	76056
GSD1	Granada School District RE-1	08/21/2025	Regular	0.00	6,160.00	76057
GRANITE	Granite Telecommunications, LLC	08/21/2025	Regular	0.00	562.29	76058
GTA1	Great America Financial Services	08/21/2025	Regular	0.00	357.35	76059
WHISEN	Heather Whisenand	08/21/2025	Regular	0.00	200.00	76060
HST1	Home Store LLC	08/21/2025	Regular	0.00	962.83	76061
TRUJ1	Jacelynn Trujillo	08/21/2025	Regular	0.00	210.00	76062
RAMSAYJ	James Ramsay	08/21/2025	Regular	0.00	125.00	76063
FPL5	John Deere Financial	08/21/2025	Regular	0.00	2,273.85	76064
BROWNKAY	Kayla Brown	08/21/2025	Regular	0.00	600.00	76065
BANKERK	Kimberly Munoz Banker	08/21/2025	Regular	0.00	166.00	76066
LCLLC	L & C, LLC	08/21/2025	Regular	0.00	1,648.00	76067
LAP1	Lamar Auto Parts	08/21/2025	Regular	0.00	458.01	76068
LBM1	Lamar BMS	08/21/2025	Regular	0.00	851.42	76069
LAMARCHR	Lamar Christian Church	08/21/2025	Regular	0.00	100.00	76070
VEN01040	LAS BRISAS	08/21/2025	Regular	0.00	788.00	76071

Check Register

Packet: APPKT00129-103.08.2025 08/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN00937	Leonor Gamboa	08/21/2025	Regular	0.00	50.00	76072
LEXIS	LexisNexis Risk Data Mngmnt	08/21/2025	Regular	0.00	17.25	76073
VEN00945	LIBBY MAE TOVAR	08/21/2025	Regular	0.00	50.00	76074
Chavez-Verduzco	Mandy Chavez-Verduzco	08/21/2025	Regular	0.00	417.00	76075
SALGA	Mayra Salgado	08/21/2025	Regular	0.00	200.00	76076
MCKESS	McKesson Medical - Surgical	08/21/2025	Regular	0.00	170.60	76077
VEN01038	MEANINGFUL COLLABORATION	08/21/2025	Regular	0.00	1,800.00	76078
VEN00953	Melissa Ruddick	08/21/2025	Regular	0.00	10.78	76079
VEN00927	Mila Macias	08/21/2025	Regular	0.00	200.00	76080
MAGN	Nancy Magallanes	08/21/2025	Regular	0.00	500.00	76081
NFP1	Nurse-Family Partnership	08/21/2025	Regular	0.00	24,084.00	76082
VEN00983	OLDCASTLE SW GROUP INC (UNITED	08/21/2025	Regular	0.00	589.44	76083
PSE1	P.M. & Sons Enterprises, LLC	08/21/2025	Regular	0.00	3,015.47	76084
PITSTOPLLC	PIT STOP, LLC	08/21/2025	Regular	0.00	2,874.79	76085
PLAINS	Plains Disposal, LLC	08/21/2025	Regular	0.00	240.00	76086
RSC3	Ranchers Supply of Lamar LLC/Ranch	08/21/2025	Regular	0.00	917.75	76087
RGR1	Reyman's Grocery	08/21/2025	Regular	0.00	45.12	76088
RIM1	Riders' Metal LLP	08/21/2025	Regular	0.00	666.00	76089
RPI1	Robinson Printing	08/21/2025	Regular	0.00	50.00	76090
MUMFORDR	Roice Mumford	08/21/2025	Regular	0.00	200.00	76091
SCP1	SE Colorado Power Association	08/21/2025	Regular	0.00	33.75	76092
SEO1	SECOM	08/21/2025	Regular	0.00	79.90	76093
MAUCH	Sharon Mauch	08/21/2025	Regular	0.00	892.50	76094
MRS1	Shred America	08/21/2025	Regular	0.00	1,616.99	76095
SWCAINC	SWCA INCORPORATED	08/21/2025	Regular	0.00	3,693.32	76096
CORNER	The Cornerstone Resource Center	08/21/2025	Regular	0.00	7,918.80	76097
HOL1	Town of Holly	08/21/2025	Regular	0.00	288.54	76098
TRANS1	Transwest Truck Trailer RV	08/21/2025	Regular	0.00	778.06	76099
TTI1	Tyler Technologies Inc	08/21/2025	Regular	0.00	1,093.75	76100
URS1	UBEO Business Services	08/21/2025	Regular	0.00	130.68	76101
VER1	Verizon Wireless	08/21/2025	Regular	0.00	341.28	76102
WAL1	Wallace Gas & Oil Inc	08/21/2025	Regular	0.00	715.89	76103
WRE1	WEX BANK	08/21/2025	Regular	0.00	1,238.44	76104
MACIASZ	Zenaida Macias	08/21/2025	Regular	0.00	400.00	76105

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	215	87	0.00	125,871.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	215	88	0.00	125,871.97

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2025	125,871.97
			<u>125,871.97</u>

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: AUGUST 2025

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	08/21/25	68693-68704	7,236.43
AID DEPEND. CHILD;			
CHILD CARE;			
AID NEEDY DISABLED;			
CHILD WELFARE;			
LEAP;			
OAP;			
CHILD SUPPORT;			
ADMIN;			
WORK PROGRAM;			
FOOD ASSISTANCE;			
WHC:			
SALARY			
FRINGE			
OPERATING	08/21/25	9135-9137	1,689.49

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 \$8,925.92 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

August 21, 2025
GRAND TOTAL \$ 8,925.92

8/21/2025 DATE
8/21/2025 DATE
8/21/2025 DATE
CHAIRMAN
COMMISSIONER
COMMISSIONER

8/18/25 DATE
DIRECTOR

\$1,424,271.09
BALANCE AS OF 8/18/25

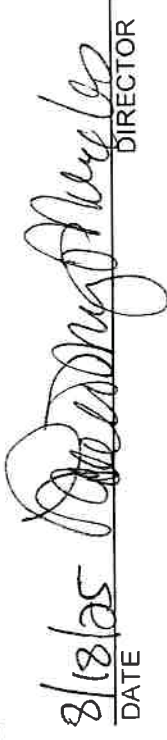
HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: AUGUST 2025

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	08/21/25	4285-4287	1,217.12
OPERATING			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$1,217.12 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

August 21, 2025 GRAND TOTAL \$ 1,217.12

8/18/25  DIRECTOR
DATE

DATE CHAIRMAN

DATE COMMISSIONER

DATE COMMISSIONER

\$740,594.33
BALANCE AS OF 8/18/25

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 21, 2025

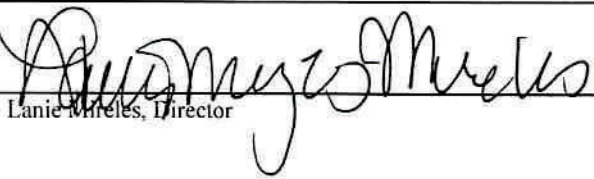
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY		
FRINGE		
OPERATING	68693-68704	7,236.43
WHC SALARY		
WHC FRINGE		
OPERATING	9135-9137	1,689.49

TOTAL: \$ 8,925.92

Information Only
VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: August 21, 2025

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING 4285-4287

1,217.12

TOTAL: \$ 1,217.12

Information Only

VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: CHILD WELFARE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.15.25 AUTO SUPPLIES	PROWERS CO DHS PETTY CASH	08/15/25	INVOICE AD.8.15.25 TOTAL:	\$19.05 <u>\$19.05</u>
AD.8.15.25 FINGERPRINTS TRAVEL	FIRST NATIONAL BANK OMAHA	08/15/25	INVOICE AD.8.15.25 TOTAL: EXPENSE ACCOUNT 444.1210 TOTAL:	\$18.00 \$196.10 <u>\$214.10</u> <u>\$233.15</u>
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.8.15.25 AUTO SUPPLIES	PIT STOP	08/15/25	INVOICE AD.8.15.25 TOTAL: EXPENSE ACCOUNT 444.1220 TOTAL:	\$24.15 <u>\$24.15</u> <u>\$24.15</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
AD.8.15.25 AUTO SUPPLIES	PIT STOP	08/15/25	INVOICE AD.8.15.25 TOTAL: EXPENSE ACCOUNT 444.1579 TOTAL:	\$79.00 <u>\$79.00</u> <u>\$79.00</u>
EXPENSE ACCOUNT: PARENTAL FEES				
AD.8.15.25 MEALS FOR CLIENTS	PROWERS CO DHS PETTY CASH	08/15/25	INVOICE AD.8.15.25 TOTAL:	\$46.71 <u>\$46.71</u>
AD.8.15.25 CLIENT CHARGE	FIRST NATIONAL BANK OMAHA	08/15/25	INVOICE AD.8.15.25 TOTAL: EXPENSE ACCOUNT 444.1590 TOTAL:	\$300.74 <u>\$300.74</u> <u>\$347.45</u>
EXPENSE ACCOUNT: CORE				
AD.8.15.25 AUTO SUPPLIES AUTO SUPPLIES AUTO SUPPLIES	WALLACE GAS & OIL	08/15/25	INVOICE AD.8.15.25 TOTAL:	\$20.87 \$33.03 \$28.12 <u>\$82.02</u>
EX.8.15.25	LIDIA BENABIDES	08/15/25	INVOICE AD.8.15.25 TOTAL:	

[illegible]

AD.8.15.25	FIRST NATIONAL BANK OMAHA	08/15/25			
OFFICE SUPPLIES					\$185.27
FINGERPRINTS					\$57.50
AUTO SUPPLIES					\$51.19
TRAVEL					\$363.00
COMM SERVICES					\$327.63
BOOKS/SUBSCRIPTION					\$10.68
			INVOICE AD.8.15.25 TOTAL:		<u>\$995.27</u>
AD.8.15.25	GREAT AMERICAN FINANCIAL SVCS	08/15/25			
COPIER					\$99.94
			INVOICE AD.8.15.25 TOTAL:		<u>\$99.94</u>
AD.8.18.25	PURCHASE POWER	08/18/25			
POSTAGE					\$388.30
			INVOICE AD.8.18.25 TOTAL:		<u>\$388.30</u>
			EXPENSE ACCOUNT 444.7000 TOTAL:		<u>\$1,761.37</u>
	EXPENSE ACCOUNT: CHILD SUPPORT				
AD.8.15.25	PROWERS CO DHS PETTY CASH	08/15/25			
TRAVEL					\$19.00
			INVOICE AD.8.15.25 TOTAL:		<u>\$19.00</u>
AD.8.15.25	PIT STOP	08/15/25			
AUTO SUPPLIES					\$31.24
			INVOICE AD.8.15.25 TOTAL:		<u>\$31.24</u>
AD.8.15.25	GOBIN'S, INC	08/15/25			
COPIER					\$38.69
			INVOICE AD.8.15.25 TOTAL:		<u>\$38.69</u>
AD.8.15.25	FIRST NATIONAL BANK OMAHA	08/15/25			
OFFICE SUPPLIES					\$64.96
			INVOICE AD.8.15.25 TOTAL:		<u>\$64.96</u>
AD.8.18.25	PURCHASE POWER	08/18/25			
POSTAGE					\$317.70
			INVOICE AD.8.18.25 TOTAL:		<u>\$317.70</u>
			EXPENSE ACCOUNT 444.8000 TOTAL:		<u>\$471.59</u>
	EXPENSE ACCOUNT: COUNTY ONLY				
AD.8.15.25	THOUGHTS IN BLOOM	08/15/25			
COUNTY ONLY					\$55.00
			INVOICE AD.8.15.25 TOTAL:		<u>\$55.00</u>
AD.8.15.25	FIRST NATIONAL BANK OMAHA	08/15/25			
COUNTY ONLY					\$39.00
			INVOICE AD.8.15.25 TOTAL:		<u>\$39.00</u>
			EXPENSE ACCOUNT 444.9000 TOTAL:		<u>\$94.00</u>
	EXPENSE ACCOUNT: WHC				
AD.8.15.25	GOBIN'S, INC	08/15/25			

COPIES				INVOICE AD.8.15.25 TOTAL:	<u>\$94.29</u>
AD.8.15.25	GREAT AMERICAN FINANCIAL SVCS	08/15/25			<u>\$94.29</u>
COPIER				INVOICE AD.8.15.25 TOTAL:	<u>\$126.49</u>
AD.8.18.25	PURCHASE POWER	08/18/25			<u>\$50.00</u>
POSTAGE				INVOICE AD.8.18.25 TOTAL:	<u>\$50.00</u>
				EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$270.78</u>
EXPENSE ACCOUNT: FAMILY VOICE					
AD.8.15.25	KIOWA COUNTY PUBLIC HEALTH	08/15/25		INVOICE AD.8.15.25 TOTAL:	<u>\$931.04</u>
FLTI EXPENSES 2/2025-6/2025					<u>\$931.04</u>
AD.8.15.25	FIRST NATIONAL BANK OMAHA	08/15/25			<u>\$150.00</u>
GIFT CARDS				INVOICE AD.8.15.25 TOTAL:	<u>\$150.00</u>
				EXPENSE ACCOUNT 444.9018 TOTAL:	<u>\$1,081.04</u>
EXPENSE ACCOUNT: FATHERHOOD					
AD.8.15.25	GOBIN'S, INC	08/15/25		INVOICE AD.8.15.25 TOTAL:	<u>\$10.55</u>
COPIES					<u>\$10.55</u>
AD.08.15.25	FIRST NATIONAL BANK OMAHA	08/15/25			<u>\$884.03</u>
MEALS					<u>\$750.00</u>
INCENTIVES					<u>\$510.95</u>
SUPPLIES				INVOICE AD.08.15.25 TOTAL:	<u>\$2,144.98</u>
AD.8.15.25	GREAT AMERICAN FINANCIAL SVCS	08/15/25			<u>\$3.79</u>
COPIER				INVOICE AD.8.15.25 TOTAL:	<u>\$3.79</u>
				EXPENSE ACCOUNT 444.9086 TOTAL:	<u>\$2,159.32</u>
EXPENSE ACCOUNT: ILLUMINATE					
AD.08.15.25	FIRST NATIONAL BANK OMAHA	08/15/25		INVOICE AD.08.15.25 TOTAL:	<u>\$80.03</u>
MEALS					<u>\$80.03</u>
				EXPENSE ACCOUNT 444.9087 TOTAL:	<u>\$80.03</u>
				REPORT TOTAL:	<u><u>\$7,236.43</u></u>

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 444.9005	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.15.25 LICENSE FAMILY NIGHT FOOD SUPPLIES FINGERPRINTS	FIRST NATIONAL BANK OMAHA	08/15/25		\$617.33 \$92.56 \$80.81 \$606.85 \$146.44 \$1,543.99
		INVOICE AD.8.15.25 TOTAL:		
AD.8.15.25 MAINTENANCE	DELOACH'S WATER CONDITIONING	08/15/25		\$95.00 \$95.00
		INVOICE AD.8.15.25 TOTAL:		
AD.8.15.25 SUPPLIES	MY WHOLESALE PRODUCTS	08/15/25		\$50.50 \$50.50
		INVOICE AD.8.15.25 TOTAL:		
		EXPENSE ACCOUNT 444.9005 TOTAL:		\$1,689.49
		REPORT TOTAL:		\$1,689.49

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42010	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.8.15.25 Telephone	VERIZON	08/15/25		\$936.66
			INVOICE AD.8.15.25 TOTAL:	<u>\$936.66</u>
			EXPENSE ACCOUNT 42010 TOTAL:	<u>\$936.66</u>
EXPENSE ACCOUNT: 42540				
AD.8.15.25 MAINTENANCE	DELOACH'S WATER	08/15/25		\$54.00
			INVOICE AD.8.15.25 TOTAL:	<u>\$54.00</u>
			EXPENSE ACCOUNT 42540 TOTAL:	<u>\$54.00</u>
EXPENSE ACCOUNT: 43010				
AD.8.15.25 OFFICE SUPPLIES	FIRST NATIONAL BANK OF OMAHA	08/15/25		\$226.46
			INVOICE AD.8.15.25 TOTAL:	<u>\$226.46</u>
			EXPENSE ACCOUNT 43010 TOTAL:	<u>\$226.46</u>
			REPORT TOTAL:	<u>\$1,217.12</u>

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Administration office

Submitted to the County Administration Office on: Email Poll 8-14-2025

Return Originals to: Administration Office & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-14-2025 email poll approval of a Letter of Support sent to Stephanie Gonzales, SECED Director for efforts to re-designation SECED of its dual status as an Enterprise Zone and the Enhanced Rural EZ status, authorizing the use of the Commissioner signature stamps.

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, Colorado

301 South Main Suite 215

Lamar, Colorado 81052

719-336-8025 prowersco.gov

Ty Harmon
District One

Ron Cook
District Two

Roger Stagner
District Three

August 14, 2025

Ms. Stephanie Gonzales
Southeast Colorado Enterprise Development, Inc.
112 West Elm Street
PO Box 1600
Lamar, Colorado 81052

Re: SECED EZ Status Re-designation

Dear Ms. Gonzales:

Prowers County is pleased to offer this letter in support of Southeast Colorado Enterprise Development's (SECED) effort to have a re-designation of its dual status as an Enterprise Zone and an Enhanced Rural EZ. The six southeast Colorado counties represented by SECED have had the benefit of EZ status since 1989.

To date, 15 projects in our county have been certified as EZ Contribution Projects, allowing them to secure investments and meet key goals. These include small business expansions, facility upgrades, and community improvement efforts. Without the EZ designation, many of these projects would have faced significant financial obstacles or may not have happened at all.

As of 2024, the six-county area (Region 6) supported by SECED has seen:

- **\$95,583,344** in local capital investment,
- **\$1,882,486** in Investment Tax Credits awarded,
- **\$27,062** in Job Training Credits utilized, and
- **\$114,333** in Net Enhanced Rural EZ Tax Credits issued.

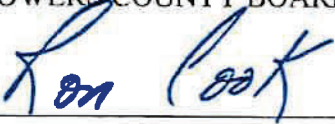
These numbers clearly demonstrate the program's effectiveness in stimulating investment and economic activity in Southeast Colorado.

It is clear, the EZ status is having the desired result of helping to stimulate investment in Region 6 of SECED. The data from the State Demographer's Office indicates that Region 6 will continue to meet the eligibility requirements at their respective county levels for EZ and enhanced EZ status, means that every program that can assist the area with business recruitment, expansion or development is important to improving its economic circumstances, and therefore the welfare of our communities.

Given the continued economic need and proven success of the program, Prowers County fully supports SECED's application for the re-designation of Region 6 as both an Enterprise Zone and an Enhanced Rural Enterprise Zone. We urge the state to approve this re-designation so that our area can continue building a stronger economic future.

Sincerely,

PROWERS COUNTY BOARD OF COMMISSIONERS



Ron Cook,
County Commissioner



Roger Stagner,
County Commissioner



Ty Harmon,
County Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Administration office

Submitted to the County Administration Office on: Email Poll 8-14-2025

Return Originals to: Administration Office & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-14-2025 email poll approval of a Letter of Support regarding Southeast Colorado Regional Housing Authority (SECRHA) Application for DOLA's Scattered Site Home Ownership Program to help with future development of affordable housing in the region and requesting the use of the Commissioner's signature stamps.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



Board of County Commissioners

Prowers County, Colorado

301 South Main Suite 215

Lamar, Colorado 81052

719-336-8025 prowersco.gov

Ty Harmon
District One

Ron Cook
District Two

Roger Stagner
District Three

August 14, 2025

RE: SECRHA Letter of Support

To Whom It May Concern:

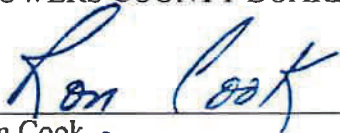
Please accept this letter in support of the Southeast Colorado Regional Housing Authority's (SECRHA) application for DOLA's Scattered Site Homeownership Program to help with the future development of affordable housing in the region.

Prowers County supports SECRHA's vision to develop housing that addresses the vital housing needs of residents. The County has demonstrated this support of SECRHA by committing \$694,000 to the SECRHA Housing Development Fund held at the Southeast Colorado Enterprise Development (SECED). SECED, and now the SECRHA, have proven to be successful community development partners through their efforts over the last three years, building 117 rental and single-family housing units across the six-county region. Their important work of affordable housing development utilizing resources provided by State programs, such as Prop 123. These programs help them expand their efforts into additional jurisdictions across the region, including Prowers County.

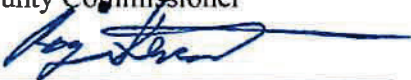
We hope that you will sincerely consider this project as viable and attainable. We are excited about the opportunity to lend support and to promote its proposed activities.

Sincerely,

PROWERS COUNTY BOARD OF COMMISSIONERS



Ron Cook, -
County Commissioner



Roger Stagner,
County Commissioner



Ty Harmon,
County Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Administration Office re: PAT's Department

Submitted to the County Administration Office on: 8-19-2025

Return Originals to: NA

Number of originals to return to Submitter: N/A

Contract Due Date:

Consider approval of 2026 5311 CDOT Grant Proposed Award Summary totaling \$235,949 with a county local match total of \$187,069.00 for Prowers Area Transit and authorizing County Finance Director, Paula Gonzales to accept the Proposed Grant Award Summary electronically.

Item Title/Recommended Board Action:

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):



COLORADO

Department of Transportation

Division of Transit & Rail

Proposed Award Summary

Congratulations! The Division of Transit and Rail (DTR) at CDOT has evaluated your application. We are pleased to inform you that DTR has approved (or partially approved) your application for project funds. This Proposed Award provides a summary of the offered award. Your application for project funds may be split into two or more projects with a separate award offer for each funding source and/or project type, so be sure to respond to each Proposed Award you receive.

Proposed Award Summary Info

Agency:	Prowers County	Award Offer Letter Name:	Proposed Award -1183
Award Type:	5311 Admin/Operating	Application:	A2.0-0009018
Description:	2026-5311: Admin/Operating	Funding Source:	FTA-5311
Award Year:	2026	Awarded Amount:	\$235,949.00

Project Description

The Agency shall maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement, and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.



The awarded funding is provided to support the services described in the Project Description above for calendar year 2026 (January 1 – December 31).

Budget Details & Acceptance

Please enter your proposed Admin and Operating Award Amounts in the fields below. Your Local Match Amounts will calculate once you click "Save".

The combined Admin Award Amount and Operating Award Amount CANNOT EXCEED the Total Awarded Amount.

Total Awarded Amount: \$235,949.00

Total Local Match Amount: \$187,069.00

Admin Award Amount: \$65,172

Operating Award Amount: \$170,776

Please provide a brief justification for the Admin Award Amount above:

The admin award helps pay for salaries, employee benefits, insurance, supplies and materials necessary for the administration of our transit program

Please provide a brief justification for the Operating Award Amount above:

The operating award will be used to help fund salaries, employee benefits, bus operating building utilities, insurance, supplies, materials and fuel expenses necessary to the operation of our transit program

Admin Local Match Amount: \$16,293.00

Operating Local Match Amount: \$170,776.00

Please confirm the Local Match Amount here and enter the source and status of matching funds. If you plan to deny the award, please enter N/A.:

Admin Match will equal \$16,293.24

Operating Match will equal \$170,776.04

Local funds will be sourced from Prowers Medical Center \$2,500, High Plains Clinic \$4,000, Area Agency on Aging \$3,000 and Prowers County General Fund \$177,569.28

Acceptance

Do you accept this award?:

Attachments

Upload Attachments

Document Name

Update Date/Time

2829 W. Howard Place Denver, CO 80204-2305 P 303.757.9011 www.codot.gov



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 8-20-2025

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for acknowledging the issuance of a Special Event Liquor Permit for BPOE Lodge Elks for the USA Lodge No. 1319, event scheduled for September 13, 2025, located at 28157 Hwy 287, Lamar, CO.

Justification or Background:

All appropriate paperwork submitted with application and notice of posting requirement was met.

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

N/A

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

**PROWERS COUNTY
LAMAR, COLORADO**

VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION BPOE LODGE ELKS FOR THE USA LODGE NO. 1319 28157 Hwy 287 LAMAR, CO 81052
PERMIT NUMBER: 044

SPECIAL EVENTS PERMIT

- ☒ **MALT, VINOUS, AND SPIRITUOUS LIQUOR**
or
☐ **FERMENTED MALT BEVERAGE**

VALID ONLY FOR THE FOLLOWING PERIODS					
FROM	9/13/25	1:00 PM	TO	09/13/25	11:00 PM
FROM					

This permit is issued subject to the laws of the State of Colorado and especially under the provision of Title 44, Colorado Revised Statutes §44-5-107(5).

This permit is non-transferable. It is issued for the specific location described above, and must be conspicuously posted at that location.

In testimony whereof, the Board of County Commissioners has hereunto subscribed its name by it's officer, Prowers County Clerk, who authorizes this Permit:

20th day of August, 20 25

ATTEST:


Elizabeth Hainer
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER


Jana Coen
Prowers County Clerk



Application for a Special Events Permit

RECEIVED
8-6-25

paid \$125.00

Liquor Permit Number (Do Not Fill Out)

#44

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☒ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☐ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

BPOE Lodge Elks for the USA Lodge No. 1319

15-01224-0000

Mailing Address of Organization or Political Candidate

P.O. BOX 672

City

State

ZIP Code

LAMAR

CO

81052

Address of Place to Have Special Event

28157 US HWY 287

City

State

ZIP Code

LAMAR

CO

81052

Authorized Representative of Qualifying Organization or Political Candidate

Lori Green

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

15 Scott Place

City

State

ZIP Code

LAMAR

CO

81052

Event Manager

Joe Stagner Jr

Date of Birth (MM/DD/YY)

[REDACTED]

Phone Number

[REDACTED]

Event Manager Home Address

Po Box 123

City

Hasty

State

CO

ZIP Code

81044

Email Address of Event Manager

j2stagner@gmail.com

1. Is the place to have the Special Event located on State-owned property?

☐ Yes ☒ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes, How many days?

1

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☐ No ☒ Yes, License Number

09-16486-0000 # 2025-274

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

☐ Yes ☐ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[Empty box for listing members]

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date

SEPT 13th 2025

From:

1:00pm

To:

11:00pm

Date

From:

To:

Date

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To:

Date

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To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title BPOE Lodge ELKS for the USA Lodge NO. 1319

ER

Signature

[Signature]

Date (MM/DD/YY)

8/5/25

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

PROWERS COUNTY

☐

City

☒

County

Telephone Number of City/County Clerk

719-336-8011

Title

Prowers County Clerk

Signature

[Signature]

Date (MM/DD/YY)

8-20-25

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$

.00



Legend

- Lamar Elks Lodge #1319
- Spreading Antlers Golf Course

Lamar Elks Lodge #1319
Spreading Antlers Golf Course

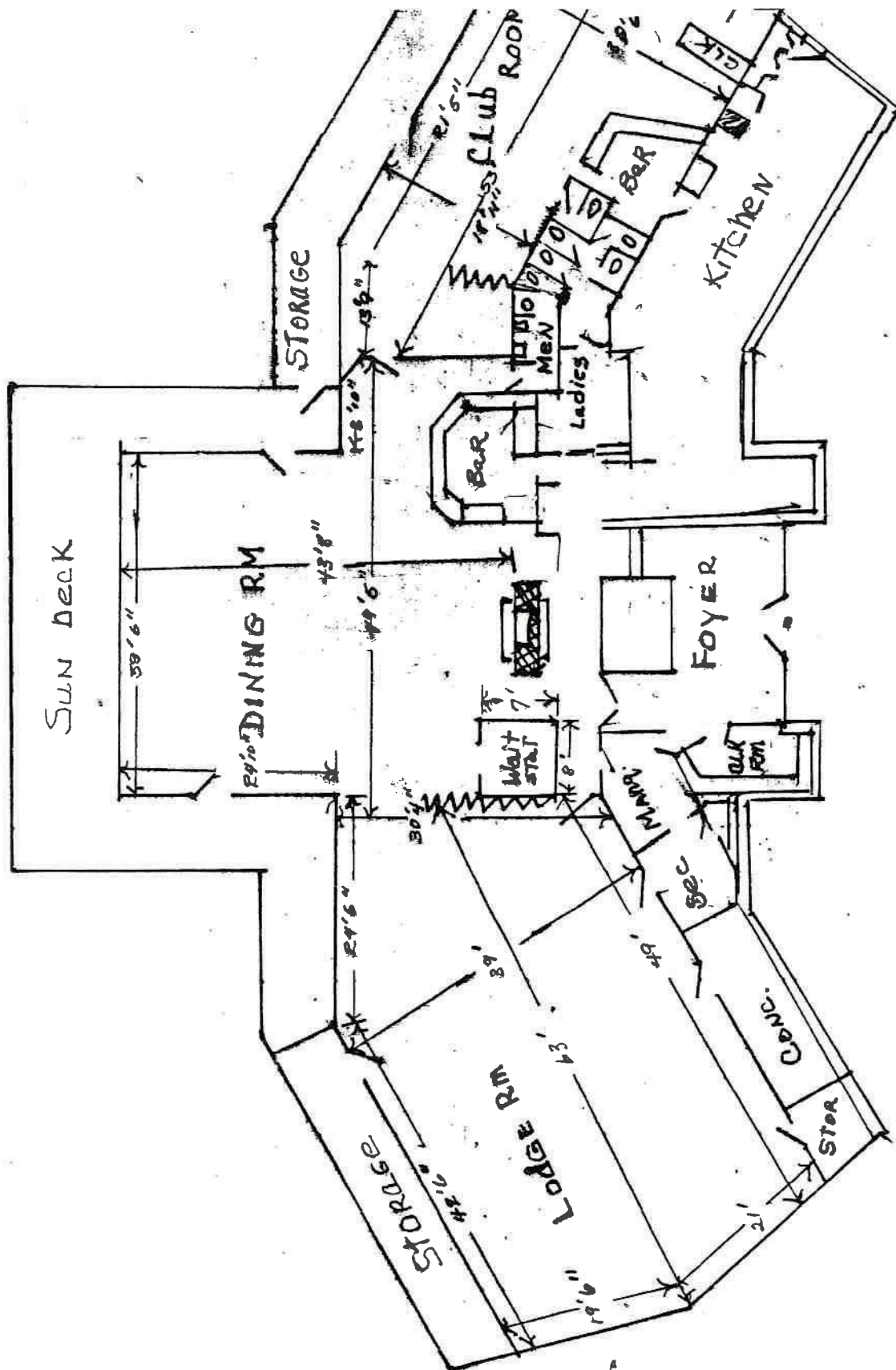
N

e Earth

ed Map

scription for your map.

* Parking lot addition for Special Event Only.



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that according to the records of this office,

LAMAR, COLORADO, LODGE NO. 1319 BENEVOLENT AND PROTECTIVE ORDER OF ELKS
OF THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 09/01/1982 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871489797 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/17/2024 that have been posted, and by documents delivered to this office electronically through 10/21/2024 @ 13:01:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/21/2024 @ 13:01:30 in accordance with applicable law. This certificate is assigned Confirmation Number 16490299 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Filed for record the day of JUL 19 1965, A. D. 19, at 1:00 o'clock P. M.

No. 350219

Max V. Speckmann, Prowers County Clerk, RECORDER

ERNEST EDDLEMAN

whose address is Lamar

County of Prowers and State of Colorado for the consideration of other valuable considerations and Ten----- DOLLARS, in hand paid, hereby sell(s) and convey(s) to

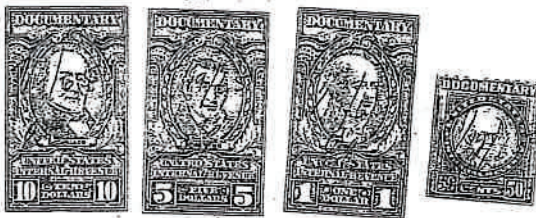
LAMAR, COLORADO, LODGE NO. 1319, BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA, a corporation,

whose address is Lamar

County of Prowers and State of Colorado, the following real property in the County of Prowers and State of Colorado, to-wit:

That part of the East Half ($E\frac{1}{2}$) of Section Eighteen lying East of Highway No. 287, and that part of the Northeast Quarter ($NE\frac{1}{4}$) of Section Nineteen (19) lying East of Highway No. 287, in Township Twenty-three South, Range Forty-six (46) West of the Sixth Principal Meridian,

Subject to mineral reservations of record,



with all its appurtenances and warrant(s) the title to the same, subject to: Taxes for the year 1965 and thereafter, and to existing easements and rights of way.

Signed this 30th day of June, 19 65.

Ernest Eddleman

STATE OF COLORADO,

County of Prowers

} ss.

The foregoing instrument was acknowledged before me this

: 30th day of June, 19 65,

by* Ernest Eddleman.



Witness my hand and official seal.

My commission expires

Jan 15, 1969

Harlan Johnson

Notary Public

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

NOTICE

**PURSUANT TO THE LIQUOR LAWS
OF COLORADO**

B.P.O.E. LODGE

ELKS FOR THE USA LODGE NO. 1319

**HAS REQUESTED THE LICENSING
OFFICIALS OF COUNTY OF PROWERS**

TO* Grant - Special Permit - September 13, 2025 1 PM to 11 PM

LICENSE AT: LAMAR ELKS LODGE # 1319
28157 HWY 287, Lamar, CO

COMMENTS SENT TO: PROWERS COUNTY CLERK AND RECORDER,
301 S MAIN ST., SUITE 210, LAMAR, CO, 81052

OR EMAIL: JCOEN@PROWERSCOUNTY.NET BY 08-19-2025

DATE OF APPLICATION: 8-6-2025

BY ORDER OF: PROWERS COUNTY

OFFICER: JANA COEN

PROWERS COUNTY CLERK'S OFFICE 301 S.MAIN ST., STE 210 LAMAR, CO

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED
* = INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF:"

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8-26-2025

Submitter: Administration office

Submitted to the County Administration Office on: Email Poll 8-19-2025

Return Originals to: Administration office & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-19-2025 email poll approval of a Letter of Support sent to National RTAP in support of Southeast Colorado Enterprise Development, Inc. and their application for the RTAP Community Rides Grant Program and in strong support of SETran Marketing Initiative's efforts to improve mobility through transit solutions.

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, Colorado

301 South Main Suite 215

Lamar, Colorado 81052

719-336-8025 prowersco.gov

Ty Harmon
District One

Ron Cook
District Two

Roger Stagner
District Three

August 19, 2025

National RTAP
5 Wheeling Avenue
Woburn, MA 01801
888-589-6821

RE: RTAP Community Rides Grant Program

To Whom It May Concern:

The Prowers County Commissioners, on behalf of Southeast Transit (SETran) are pleased to offer this letter of support for Southeast Colorado Enterprise Development, Inc. and their application for the **RTAP Community Rides Grant Program**.

Prowers County has a long-standing commitment to serving the transportation needs of rural and underserved communities, and we strongly support SETran's efforts to improve mobility through innovative, community-driven transit solutions.

We believe the proposed project, **SETran Marketing Initiative**, will make a meaningful impact by:

- Increasing awareness of available services across a six-county region.
- Highlighting the benefits of travel independence, from going to the library to attending a baseball game, to accessing job opportunities.
- Strengthening the regional brand and reinforcing the idea that residents can "stay in their community" while still meeting their transportation needs.
- Equipping individuals who have never used public transit with the confidence to ride for the first time.

The Prowers County Commissioners are committed to supporting this initiative through collaboration, video creation, and media sharing. This will continue the effort of supporting travel independence and equipping individuals with the confidence and comfort to use local public transportation to their benefit. We look forward to continuing our partnership and helping ensure the success of this important project.

Please feel free to contact the Prowers County Administrator at 719-336-8025 if you require any further information.

Sincerely,
PROWERS COUNTY BOARD OF COMMISSIONERS


Ron Cook,
County Commissioner


Roger Stagner,
County Commissioner


Ty Harmon,
County Commissioner

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 08/26/2025

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 08/20/2025

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 2

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of accepting a renewal quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Virtru for Email Platform subscriptions through SIPA for year one of a three year term starting 10/23/2025 and ending 10/22/2028 for a total of \$37,223.63, and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Ian has reviewed the renewal documents and found no issues

Fiscal Impact: This item is budgeted in the following account code: 001-14-421510

County: \$ 37,223.63 Federal: \$ State: \$ Other: \$

Approved by the County Attorney on:

Additional Approvals (if required):

Statewide Internet Portal Authority (SIPA)

Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Created Date 8/20/2025
Expiration Date 10/20/2025
Quote Number 00005441

Prepared By Sarah Fischer
Phone (720) 615-3965
Email sarah@cosipa.gov

Contact Name Paula Gonzales
Email paula.gonzales@prowerscounty.net

Bill To Name Prowers County
Bill To 301 S. Main St Suite 215
Lamar, CO 81052

Ship To Name Prowers County
Ship To 301 S. Main St, Suite215
Lamar, CO 81052

Product	Line Item Description	Sales Price	Quantity	Total Price
Standard Virtru Platform Subscription	Domain: prowerscounty.net; Term: 10/23/2025 to 10/22/2026	\$3,239.10	1.00	\$3,239.10
Virtru for Email + Virtru Data Protection Gateway (User) Data Centric Security	Domain: prowerscounty.net; Term: 10/23/2025 to 10/22/2026	\$51.79	170.00	\$8,804.30
Standard Virtru Platform Subscription	Domain: prowerscounty.net; Term: 10/23/2026 to 10/22/2027	\$3,336.27	1.00	\$3,336.27
Virtru for Email + Virtru Data Protection Gateway (User) Data Centric Security	Domain: prowerscounty.net; Term: 10/23/2026 to 10/22/2027	\$53.34	170.00	\$9,067.80
Standard Virtru Platform Subscription	Domain: prowerscounty.net; Term: 10/23/2027 to 10/22/2028	\$3,436.36	1.00	\$3,436.36
Virtru for Email + Virtru Data Protection Gateway (User) Data Centric Security	Domain: prowerscounty.net; Term: 10/23/2027 to 10/22/2028	\$54.94	170.00	\$9,339.80

Description Quote for Prowers County to renew the listed Virtru products and/or services for 3 consecutive one year terms:

Grand Total \$37,223.63

Initial Term: 10/23/2025 to 10/22/2026
Second Term: 10/23/2026 to 10/22/2027
Third Term: 10/23/2027 to 10/22/2028

Domain: prowerscounty.net

Please return a signed quote or PO to me or sipa@cosipa.gov to renew and include the email address of the person who is supposed to receive the invoice.

Additional Details

Additional Details Please note: 3 Year Term with price protection for the prowerscounty.net domain - to be billed annually, in three installments, upon the renewal date. These subscriptions shall be irrevocable and may not be canceled or terminated by either party during the 3 Year Term.

Please note: Subscription numbers cannot be decreased at any point during the three year term. Subscription numbers can be increased at any time.

Please note: Fees are not refundable.

Please note: Fees may increase at the end of the Third Term.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice. Invoices will be sent at the beginning of each Term, with Net 45 payment terms.

Terms and Conditions: <https://www.virtu.com/terms-of-service/>

SIPA is committed to providing solutions that can be used in a Web Content Accessibility Guidelines (WCAG) compliant fashion. However, SIPA cannot certify that this product is compliant with the latest version of WCAG and cannot assume responsibility for non-compliance. We encourage you to perform your own assessment on the suitability of this product for your needs, which may include reaching out to Virtru directly for more information.

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 08/26/2025

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 2

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of accepting a quote from the Colorado Statewide Internet Portal Authority (SIPA) for Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for year three of the three-year agreement beginning 9/20/2023 to 9/19/2026 for a total of \$38,690.03 and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: 001-14-421510

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

Approved by the County Attorney on:

Additional Approvals (if required):

Statewide Internet Portal Authority (SIPA)

Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Created Date 6/26/2025
Expiration Date 9/17/2025
Quote Number 00005330

Prepared By Sarah Fischer
Phone (720) 615-3965
Email sarah@cosipa.gov

Contact Name Paula Gonzales
Email paula.gonzales@prowerscounty.net

Bill To Name Prowers County
Bill To 301 S. Main St Suite 215
Lamar, CO 81052

Ship To Name Prowers County
Ship To 301 S. Main St, Suite215
Lamar, CO 81052

Product	Line Item Description	Sales Price	Quantity	Total Price
Google Workspace Business Plus	Domain: prowerscounty.net; Renewal Year 3 of 3: 09/20/2025 to 09/19/2026	\$143.17	270.00	\$38,655.90
Google Workspace Business Plus - Archived User	Domain: prowerscounty.net; Renewal Year 3 of 3: 09/20/2025 to 09/19/2026	\$34.13	1.00	\$34.13

Description Quote for Prowers County to renew 270 Google Workspace Business Plus licenses and 1 Google Workspace Business Plus Archived User license for Year 3 of three consecutive one year terms:

Grand Total \$38,690.03

Initial Term: 09/20/2023 to 09/19/2024
Second Term: 09/20/2024 to 09/19/2025
Third Term: 09/20/2025 to 09/19/2026

Domain: Prowerscounty.net

Prowers County will have the option to renew at the end of the Third Term.

Please return a signed quote or PO to me or sipa@cosipa.gov to renew and include the email address of the person who is supposed to receive the invoice.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at the end of the Third Term.

Please note: Subscription numbers cannot be decreased at any point during the 3 year term. Subscription numbers can be increased at any time.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice. Invoice will be sent at the beginning of the Term, with Net 45 payment terms.

Terms and Conditions:

1. Term and Termination

1.1 Term.

The third term of this Agreement is from 09/20/2025, through 09/19/2026 (the "Third Term"), unless terminated earlier in

accordance with the terms of this Agreement.

1.2 Termination.

This Agreement may be terminated if any of the following conditions are met.

1.2.1 Bankruptcy.

Prowers County may, in its sole discretion, terminate this Agreement in the event Vendor becomes insolvent or undergoes a bankruptcy.

1.2.2 Material Breach.

If either Party materially defaults in the performance of any of its obligations under this Agreement or applicable statement of work (SOW).

1.2.3 Termination Due to Lack of Funds or Change in Law.

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Prowers County shall have the right to terminate this Agreement without penalty or liability and without any advance notice as a result of any of the following:

(a) the legislature or governor of the State of Colorado fail in the sole opinion of Prowers County to appropriate funds sufficient to allow Prowers County to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

(b) if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Prowers County (regardless of the source of funding or revenues) to make any payment hereunder are insufficient or unavailable for any other reason as determined by Prowers County in its sole discretion;

(c) if Prowers County authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn, cancelled, materially altered, or modified;

(d) if any event or circumstance occurs that impacts or affects the ability of Prowers County or any Governmental Entity, to continue to operate, use, maintain or pay for the Implemented System, Services and/or Deliverables (or any part or component thereof); or

(e) if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Prowers County ability to fulfill any of its obligations under this Agreement or the use, operation or maintenance of the Implemented System, or any portion or component thereof.

2. Effect of Termination

Upon termination of this Agreement, unless otherwise specified by Prowers County in writing, Vendor shall cease to perform the Services and take all necessary or appropriate steps to limit disbursements and minimize costs.

Customer accepts Google flow down

terms: https://static.carahsoft.com/concrete/files/6116/6981/5856/US_Public_Sector_CMA_flowdowns_10.17.22_-_Worksp

SIPA is committed to providing solutions that can be used in a Web Content Accessibility Guidelines (WCAG) compliant fashion. However, SIPA cannot certify that this product is compliant with the latest version of WCAG and cannot assume responsibility for non-compliance. We encourage you to perform your own assessment on the suitability of this product for your needs, which may include reaching out to Google directly for more information.

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned products and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:08/13/2025

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: ASAP

Item Title/Recommended Board Action: Consider approval of Inter-Agency Partnership Memorandum of Understanding between Kit Carson County Department of Public Health and Environment and Prowers County Public Health regarding WIC Program services and authorizing BOCC Chairman, Ron Cook and Public Health Director, Meagan Hillman to execute the MOU.

Justification or Background: This is the renewal of our agreement to partner with Kit Carson County for WIC program supervision

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

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

Approved by the County Attorney on: 8-20-2025

Additional Approvals (if required):

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

THANK YOU!

Inter-Agency Partnership Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this **10.1.2025** between:

Kit Carson County Department of Public Health and Environment

WIC Department
252 S 14th Street
Burlington, CO 80807

AND

Prowers County Public Health

WIC Department
1001 S. Main Street
Lamar, CO 81052

This MOU delineates the terms, conditions, and responsibilities for activities related to implementing the required service standards for the Colorado WIC Program (COWIC) at the Colorado Department of Public Health & Environment (CDPHE).

A. Purpose

This MOU establishes a framework for collaboration and partnership between Agencies that hold separate COWIC contracts, Kit Carson County Department of Public Health and Environment WIC Department, and Prowers County Public Health and Environment (PCPHE) WIC Program, hereinafter the Parties, in providing a Regional WIC Director /High-Risk Counselor, breastfeeding coordinator, and back-up support to standard WIC procedures.

The Parties agree that the actions/services supported by the proposed Partnership will improve:

- COWIC client experience and customer service/access to services.
- Expansion of existing or new inter-agency collaboration.
- Strategic use of funding to maximize the impact and efficiency of resources/operations.
- Agency infrastructure to drive COWIC leadership and partnership potential.

The objective is to implement a work plan that shares support and expertise to ensure continuous access to and high-quality services for COWIC participants in both regions, which is mutually beneficial to the Parties. The Parties may collectively hold one or more COWIC contracts to receive annual funding.

B. Scope of Work

The Parties agree to adhere to the duties and responsibilities outlined in the attached Addendum specific to their respective roles.

C. Supervision of WIC Staff

1. **[Kit Carson County DPHE/WIC Department]** agrees to provide supervision and oversight for **Prowers County WIC Program**. WIC staff are specific to Program-related duties and tasks only. According to the Local Staffing policy. (Attachment)
2. **Prowers County** agrees to cooperate with **Kit Carson County DPHE** in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.
3. The Parties will work collaboratively to define the WIC staff's roles, responsibilities, and expectations.
4. **Kit Carson County DPHE** will ensure that all Program staff in both agencies adhere to relevant policies, procedures, and service standards outlined in the COWIC contract.
5. **Kit Carson County DPHE** agrees to complete chart reviews annually for the Program staff person(s) and at least one observation for performance review purposes.
6. **Kit Carson County DPHE** pledges to provide a written summary of the job performance of WIC staff members to **Prowers County** leadership before the staff member's annual review, ensuring a comprehensive evaluation process.
7. **Prowers County** will assume responsibility for supervising their employees as the WIC staff person(s), ensuring the integration of the WIC job performance summary into the annual review process, and following through with the yearly review.
8. **Prowers County** will collaborate with the **Kit Carson County DPHE** WIC Director to establish and implement performance corrective action steps as necessary.
9. **Prowers County** will accept and allow the **Kit Carson County DPHE** WIC Director to offer guidance, support, and feedback to the **Prowers County WIC** staff person(s) for the Program-specific aspects of their WIC tasks.
10. **Prowers County** will ensure the implementation of any necessary job improvements and will ultimately be held responsible for the level and quality of program service provided by their agency.
11. **Prowers County** collaborates with **Kit Carson County DPHE** counterparts to synchronize supervision strategies, fostering alignment with COWIC service standards and policies. This Partnership entails ongoing communication and leadership engagement between the agencies.
12. Unless otherwise noted in this Agreement, both parties shall be responsible for their referral management and all other Program service standards.

D. Termination and Amendments

This MOU will take effect upon the signature of authorized signatories for each of The Parties.

Either Party may terminate this MOU with or without cause with thirty (30) days' advance written notice to the other Party unless there is a failure to perform the duties and responsibilities by either party in Section B. Termination for any reason shall be communicated in writing to COWIC at CDPHE within thirty (30) days.

The Parties acknowledge and consent that the terms of this MOU are contingent upon the annual allocation of funds by CDPHE. In the event of insufficient funding, the Agreement may be terminated without any liability to any parties involved.

E. Indemnification / Compliance with Law:

- a. During the term of this MOU, the Parties agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- b. Notwithstanding any other provision to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either Party, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, *et seq.*, and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended.

F. Confidentiality of COWIC Information:

The Parties agree to comply with all Program data use policies and procedures defined in the COWIC Program Policies & Procedures manual.

G. Other:

- a. This MOU constitutes the entire agreement between The Parties and supersedes all prior and contemporaneous agreements, representations, and understandings between The Parties. No variation or modification of this MOU and no waiver of any of the MOU's provisions or conditions shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of the Parties.
- b. This MOU shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. Any delegation or assignment of this MOU by either party without the prior written consent of the other party shall be void. This MOU shall be governed by and construed according to the laws of the State of Colorado.
- c. The subject headings of this MOU's paragraphs are included for convenience only and shall not affect the construction or interpretation of its provisions.

H. Notice and Correspondence

All notices of this Agreement shall be in writing and addressed to:

Kit Carson County Department of Public Health and Environment

WIC Department
252 S 14th Street
Burlington, CO 80807

Prowers County Public Health

WIC Department
1001 S. Main Street
Lamar, CO 81052

Attachment A: Local Staffing Policy.
Attachment B Partnership Responsibilities.

IN WITNESS WHEREOF, the Parties have executed the MOU to be effective on the date first written above.

**PH Director
Kit Carson County DPHE**

**PH Director
Prowers County Public Health**

**Kit Carson County Board of County
Commissioners Chair**

**Prowers Board of County
Commissioners Chair**

Partnership Responsibilities

Section 1 - Roles of the Regional WIC Local Agency Director

The Regional Local Agency WIC Director provides Director-level qualifications and duties for more than one COWIC Agency. The Director fulfills the duties as described in the [Local Staffing](#) policy. Duties covered by the partnering Agency(ies) will be listed separately under Section 2.

Communication Methods:

- Phone and Email: preferred and primary method of communication for regular correspondence between WIC staff.
- Tele-conference (Zoom, Teams, Google Meet): These options will be utilized for meetings or discussions requiring visual or interactive elements.
- In-person: While limited, face-to-face meetings will be planned as needed.

On Going Duties:

Communication

- Communicate with the local Public Health Director and/or assigned designee of the partnering agency(ies).
- Collaboration with the local agency leadership and WIC staff.

Providing Oversight, Direction, and Support Systems for the following:

- Pump Loan Program
- BFPC Program.
- LARC duties (local agency will continue to complete the retail monitoring visits).
- Maintenance or replacement of equipment (annual scale calibration will continue to be paid for by the appropriate Agency).
- WIC Referral System.
- Administrative sections in Compass (i.e., Scheduler, Staff Training documentation, outreach and referral resources, local pamphlets, master schedule, etc.) and updates as needed.

Coordinating the following:

- WIC staff meetings and in-services; minimum quarterly meetings.
- State office monitoring visits.

Managing the following:

- Monitoring caseload and staffing ratios
- Work with agencies on outreach and partnerships; conduct outreach activities and maintain a current referral list.
- New Employee Training.
- Ongoing employee performance (documented observations and record reviews) and training.
- Staff policy/procedure updates.
- State-wide Support as needed.
- Nutrition Education Plan.
- Speciality formula ordering.

Ensuring the following:

- Medicaid and substance abuse programs are provided as required referrals.
- Timely follow-up on State-identified Separation of Duties/Program Integrity reports.
- Participant feedback is addressed in a timely and appropriate manner.
- Communicate state office policy and procedure changes/updates to all WIC employees.
- Attendance at CLWDA Calls, COWIC Check-in, and other pertinent State Office Calls/Training.
- Performance concerns with staff are documented and communicated with the partnering local agency, as agreed upon.
- Equipment inspection and calibration is completed.
- Time study submission.

Daily Duties:

- Communicate with staff as needed.
- Counsel high-risk participants as needed.
- Cover or arrange coverage or rescheduling for absences to maintain client services.

Weekly Duties:

- Oversee clinic schedules (work with the agency on scheduling), including downtime/white space duties.
- Attend COWIC Check-in Calls (every other week or as scheduled) and share relevant information with staff.
- Attend CLWDA Calls (every other week or as scheduled).

Monthly

- Order special formula from Ward Road (coordinate with local agency and State office).
- Run/evaluate/follow up on the WIC reports.

Annually

- Completion and submission of annual local agency Nutrition Education Plan and Evaluation.

- Ensure two nutrition education related trainings per year for all WIC staff.
- Ensure annual WIC Civil Rights Training for all WIC staff.
- Provide feedback for the local agency for employee evaluations as arranged. Non-performance of WIC duties or issues of noncompliance with WIC policies and procedures will be reported to State designee and Local Agency designee.

Section 2 - Roles of the Partnering Agency or Agencies

Manage the following:

- Budget and contract with the State office.
- Fiscal requirements (including fiscal site visits) and monthly invoicing.
- All human resource activities - vacation and leave requests, sick call-ins, hiring, disciplinary, performance evaluation. *Note: WIC Director must be notified of sick leave and leave requests so adequate clinic operations can be maintained.*
- Computer inventory records.
- Records retention practices.
- Security and ordering of EBT cards.
- Data security.
- Address participant feedback regarding local agency and/or employee concerns in a timely and appropriate manner (communicate as appropriate).
- Completion of monthly time studies.
- Designating a leadership staff person to be the point of contact for WIC Director.
- Communication with WIC Director, specific to the duties outlined in Section 1.
- Ensuring compliance with all contract deliverables and service standards.
- Including WIC Director in the selection and hiring process of WIC staff.
- Providing feedback to the WIC Director's Agency for performance evaluations, as requested.
- Reporting of non-performance or poor compliance of WIC duties/ issues to State designee and the Agency providing services.

Local Staffing

Policy: Local WIC programs are required to have specific staff to carry out identified program functions and roles to ensure that local agencies are able to meet all program requirements and functions defined by federal regulations and state policy.

Regulation: CFR 246.11 c (7) (ii), CFR 246.2, CFR 246.6 b (2), USDA FNS WIC Nutrition Services Standards, FNS **WIC Breastfeeding Curriculum: Peer Counselor Management**

Procedure/Additional Guidance

Staffing for the local WIC clinic includes the following positions/roles. Some staff may be in more than one position/role.

- Local Agency WIC Director
- Regional WIC Local Agency Director
- WIC High Risk Counselor (RD/RN)
- WIC Educator
- Local Agency Retail Coordinator
- Local Agency Outreach Coordinator
- Local Agency Breastfeeding Coordinator
- Lactation Management Specialist
- Educator WIC Lactation Specialist/ **Educator Advanced Lactation Credentials**
- High Risk Counselor WIC Lactation Specialist/ **High Risk Counselor Advanced Lactation Credentials**
- **Designated Breastfeeding Expert**
- **Designated Breastfeeding Expert IBCLC**
- Breastfeeding Peer Counselor Program Coordinator
- Breastfeeding Peer Counselor
- Breastfeeding Peer Counselor Lactation Management Specialist
- Non-WIC Staff with WIC Duties
- Volunteers

Local Agency WIC Director

Local Agency (LA) WIC Director performs professional administrative and supervisory work in the planning, development, implementation and evaluation of the WIC Program. Oversees and coordinates the WIC activities of all clinic sites to ensure compliance with federal and state regulations. In large agencies, many of the duties described in this role may be delegated to other staff members. However, the ultimate responsibility for each duty falls on the WIC Director. In small agencies, the WIC Director and the WIC High Risk Counselor may be the same individual. The LA WIC Director works under the supervision of the agency's health officer or a designated high level administrator. The LA WIC Director has line authority over subordinate professional and paraprofessional staff involved in the WIC Program.

Qualifications

- **Registration/License:** The WIC Director must be a Registered Dietitian (RD) with the Commission on Dietetic Registration, a Registered Nurse (BSN or RN) licensed to practice in the State of Colorado, or a Medical Doctor (MD). Because WIC is a nutrition program, the position of WIC Director is ideally held by a Registered Dietitian.
- **Education:** Minimum requirements include Bachelor of Science degree from an accredited university with major studies in foods and human nutrition or nursing. Preference is given to those who have a Master of Science (MS) or Master of Public Health (MPH) degree.
- **Experience:** Experience in public health or ambulatory care settings is preferred. A minimum of one-year experience in a public health setting or one year in a hospital setting is acceptable for consideration.

Knowledge, Skills and Abilities

A fully functioning WIC Director should possess the knowledge, skills, and abilities listed below. In hiring for this position, supervisors should look for persons who possess most of these skills:

- Knowledge of human nutrition in health and nutrition needs for disease and its application to public health practices. Knowledge of nutrition needs for infants, children and women during the prenatal, postpartum, and breastfeeding stages.
- Knowledge of training, supervision, counseling, and educational concepts and methods.
- Ability to communicate effectively orally and in writing.
- Ability to manage Program operations and carry out Program planning functions; ability to formulate plans, policies, and procedures.
- Ability to organize, prepare, and analyze reports.
- Ability to establish and maintain effective working relationships.
- Ability to promote breastfeeding as the optimal infant feeding choice while allowing participant choice.
- Ability to supervise and direct professional and paraprofessional staff.
- Ability to develop forms and educational materials.

Responsibilities/Duties

Manages overall WIC clinic operations:

- Formulates plans (including nutrition education plans), policies, standards, and procedures for the operation of the agency WIC Program within state and federal guidelines.
- Understands state and federal rules and regulations and follows up on agency deficiencies.
- Interprets and makes arrangements for implementation of federal and state regulations and policies.
- Evaluates implementation of new policies.
- Manages caseload and spending levels to meet appropriations by the State Office.
- Develops and makes recommendations for WIC budget proposals. Contacts State WIC fiscal officer and/or nutrition consultant regarding fiscal concerns/issues.
- Oversees, coordinates, and manages prescreening and waiting lists.
- Completes all forms/reports as requested by State WIC staff for monitoring and site visits; attends monitoring and site visit sessions; follows up on all monitoring findings and submits a timely response to the State Office.
- Ensures required retail monitoring and vendor training is done and that retailer monitoring reports are completed; works with retailers to prevent or correct problems. Ensures retailer contacts are documented in retailer files, and retailer misuse is documented in participant electronic charts. Ensures the State Retailer Coordinator is contacted with vendor problems/issues.
- Evaluates services to participants including clinic flow, use of staff time, clinic access, phone coverage, clinic space, and community needs.
- Provides the State Office with immediate feedback on adverse consequences of State policies or if policies are not understood.
- Ensures consistency among clinics in technical procedures and use of forms. Makes regular visits to all decentralized clinics to oversee operations.
- Oversees maintenance of equipment and testing for accuracy at all clinic sites.
- Maintains participant confidentiality and ensures that participants are treated equally and with respect, compassion, and empathy.
- Informs the State Office of major changes (i.e., staff, address, telephone, clinic hours which affect services).
- Participates in continuing education activities; attends meetings, conferences, and workshops; keeps abreast of current nutrition research as it relates to the WIC Program and participants. Registered dietitians must maintain registration with the required 75 credit hours per five-year period.
- Runs appropriate reports to verify food benefit issuance and redemption, processing standards, caseload management, etc.
- Contacts nutrition consultant with questions concerning caseload, management reports, clinic flow, State policies, equipment needs, nutrition education, staffing, and monitoring visits.
- Maintains a basic working knowledge regarding the Compass computer system and how it operates.
- Complies with the state WIC office regarding security, operations and functions of the Compass system.
- Ensures that administration areas of Compass are updated: referrals, pamphlets, Master Schedule, etc.
- Acts as LA Breastfeeding Coordinator (unless other staff is appointed).
- Completes the WIC Lactation Specialist (WLS) training when offered next.
- Oversees breast pump loan program.
- Oversees Breastfeeding Peer Counseling (BFPC) Program (if applicable).
- Ensures staff is well trained.

- Recruits, interviews, and recommends individuals for hire.
- Oversees or conducts the orientation, training, and evaluation of newly hired WIC personnel.
 - ✓ Ensures new staff complete Level I, II and III of the WIC Certification Program as outlined by the state office.
 - ✓ Observes staff interaction during appointments, including performing thorough nutrition assessments and providing nutrition information and counseling participants.
- Defines staff roles and responsibilities, evaluates participant/staff ratios and staff needs.
- Supervises WIC staff including annual performance evaluations, ongoing coaching and feedback.
- Ensures continuing education opportunities for staff, including at least two sessions per year devoted to nutrition education.
- Holds regular staff meetings to provide and enhance communication, to provide updates on policy and procedures, and provide staff training. Monthly staff meetings are optimal; however, small agencies may need bi-monthly or quarterly meetings.
- Ensures quality nutrition education services to participants.
- Develops or adapts and implements protocols of nutrition care.
- Ensures staff members are trained in protocols.
- Ensures that a WIC High Risk Counselor is available and trained to provide high risk education contacts.
- Defines high risk for the agency (ensuring the State defined minimum definitions of high risk are covered); ensures WIC Educators know how to make appropriate referrals of high risk participants to the WIC High Risk Counselor.
- Observes counseling skills of all staff members to ensure that accurate and appropriate information is being disseminated and that counseling skills are adequate. Trains staff in areas where improvement is needed.
- Ensures that the documentation in participant electronic chart meets the required criteria listed in the WIC Program Manual.
- Reviews, selects, or develops nutrition education materials as needed.
- Attends and ensures that all staff members attend State sponsored WIC training. Attends and ensures that all staff members attend required State sponsored WIC trainings.
- Recommends and registers staff for the WLS training (including suggesting staff take training as a refresher if staff completed the WLS training more than 5 years prior).
- Oversees the implementation of Program nutrition objectives, participates in the nutrition education planning process via State Office guidance, and ensures that nutrition education and data collection conforms to standardized and accepted practices.
- Coordinates activities with other community services.
 - Arranges outreach and publicity for the agency WIC Program.
 - Develops formal referral relationships with pediatric and obstetric health caregivers.
 - Acts as a liaison to the community regarding WIC services, policies, and/or nutrition issues (e.g., informing and updating health care providers, social service agencies, assessing community needs).
 - Coordinates and assists staff to be familiar with community resources and services when referring WIC participants.

Regional WIC Local Agency Director

Regional WIC Local Agency Director (RWLAD) performs professional administrative and supervisory work in the planning, development, implementation and elevation of the WIC program. Oversees and coordinates the WIC activities of multiple agencies/counties and clinic “satellite” sites to ensure compliance with federal and state regulations. The RWLAD may delegate some of the duties described in this role; however, the ultimate responsibility for each duty and all contract requirements falls on the RWLAD. The RWLAD works under supervision of the agency’s health officer or a designated high-level administrator and has line authority over subordinate professional and paraprofessional staff involved in the WIC program at all sites in the region. Roles related to the human resource management of staff at satellite agencies may remain a responsibility of that agency, depending on the structure and agreement between agencies and approved by the state authority

Qualifications

- **Registration/License:** The Regional WIC Director must be a Registered Dietitian (RD) with the Commission on Dietetic Registration, a Registered Nurse (BSN or RN) licensed to practice in the State of Colorado, or a Medical Doctor (MD). Because WIC is a nutrition program, the position of WIC Director is ideally held by a Registered Dietitian.

- **Education:** Minimum requirements include Bachelor of Science degree from an accredited university with major studies in foods and human nutrition or nursing. Preference is given to those who have a Master of Science (MS), Master of Public Health (MPH), or a Doctor of Medicine (MD) degree.
- **Experience:** Minimum of five years' experience in a public health setting is preferred. Minimum of two years' WIC experience is required.

Knowledge, Skills, Abilities

All knowledge, skills, and abilities included in the LA WIC Director description, plus: Ability to manage multi-agency agreements, training, staffing, and resource management.

Responsibilities/Duties

All Responsibilities/Duties included in the LA WIC Director description, plus:

- **Monthly:**
 - Monthly meetings via zoom
 - CLWDA calls and in person meetings
 - Schedule part time dietitian
- **Quarterly:**
 - In person check ins
 - Connect with BFPC program
 - Assist with pamphlet ordering
 - Action plan follow up
 - Nutrition education follow up
- **Bi-annually:**
 - Compass Secure Access forms
- **Yearly:**
 - Nutrition Education Plans
 - Equipment calibration/replacement as needed
 - Fiscal compliance assistance
- **Every other year:**
 - State monitoring visit lead
- **Continuous:**
 - Partnership/rapport with agencies and directors
 - Communicate policy changes
 - Ensure USDA and state policy compliance
 - File retention/documentation
 - Help increase caseload
 - Client complaints/concerns
 - DHS document requests
 - Outreach materials, as needed
 - Assist in hiring, as needed
 - New employee training and orientation
 - Provide feedback to local agencies leadership, as needed

WIC High Risk Counselors (RD/RN)

The WIC High Risk Counselor performs professional and supervisory public health nutrition activities by delivering direct care participant services as well as participating in program planning and evaluation as assigned. In small agencies, this professional may be the same individual as the WIC Director. The WIC High Risk Counselor works under the supervision of the LA WIC Director and may supervise the WIC Educator and/or other WIC High Risk Counselors as assigned.

Possible Titles:

- *Nutritionist*
- *Registered and/or Licensed Dietitian*
- *Community High Risk Counselor*
- *Public Health High Risk Counselor*

- *Community Nurse*
- *Public Health Nurse*
- *WIC High Risk Counselor*

Qualifications

- Because WIC is a nutrition program, the job of the WIC High Risk Counselor is ideally held by a Registered and/or Licensed Dietitian (RDN/RD) approved by the Commission on Dietetic Registration. When a Registered/Licensed Dietitian is not available, an individual with a Bachelor of Science degree in a nutrition-related field may function as the WIC High Risk Counselor with State approval.
- Individuals with the following qualification also qualify to perform the duties of the WIC High Risk Counselor: Licensed Physicians (MD) (licensed by the Colorado Medical Board to practice in the State of Colorado), Physician's Assistants (PA) (licensed by the Colorado Medical Board to practice under supervision of a physician in the State of Colorado), Registered Nurses (BSN or RN licensed to practice in the State of Colorado).
- **Education:** Minimum of a Bachelor of Science degree from an accredited university with major studies in foods and human nutrition or in nursing.
- **Experience:** Experience in ambulatory care, public health, or clinical setting.

Knowledge, Skills and Abilities

A fully functioning WIC High Risk Counselor will need the knowledge, skills, and abilities listed below. In hiring for this position, a supervisor should look for persons possessing the majority of these skills:

- Knowledge of human nutrition in health and disease and its application to public health practices.
- Knowledge of nutrition needs for infants and children and women during the prenatal, postpartum, and breastfeeding stages.
- Knowledge of effective counseling and educational concepts and methods.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships.
- Ability to develop and carry out ongoing plans for nutrition education.
- Ability to interpret scientific information for lay audiences.
- Knowledge and understanding of the high risk functions related to the Compass computer system.
- Ability to assess nutritional status, design nutritional care plans, and counsel participants toward improved diets with behavior change.
- Ability to promote breastfeeding as the optimal infant feeding choice while allowing participant choice.
- Ability to be understanding and empathetic when dealing with participants.
- Ability to prepare educational materials and prepare and deliver in service trainings.
- Ability to supervise paraprofessional/professional staff as needed to assist the WIC Director/Coordinator.

Responsibilities/Duties

- Interviews participants and makes thorough nutrition assessments by interpreting anthropometrics and laboratory data, health histories, medical diagnoses, physician's orders, eating habits and nutrition practices, diet assessments, and other related factors.
- Develops, implements, evaluates, and follows up on participant care plans. Counsels participants and families on nutritional needs with consideration of income, cultural and religious food patterns, home facilities, educational level, and other psychosocial factors.
- Maintains participant confidentiality and ensures that participants are treated equally with respect, compassion, and empathy.
- Consults with health care providers on participants' nutritional needs, formula requiring prescription, and health concerns; makes appropriate referrals and follow up.
- Provides appropriate documentation in participant electronic charts, including participant concerns, nutrition assessment, and materials provided, nutrition education, referrals, and progress toward attaining new behavior change nutrition goals, and follow up plans.
- Counsels all high risk participants at least once during a certification period and within the required time frame.
- Determines follow up care for as long as the participant is considered high risk.
- Completes the WIC Lactation Specialist (WLS) training when offered next.

- Provides information on the benefits of breastfeeding, aids in breastfeeding promotion in the clinic, offers praise for breastfeeding, and refers staff to IBCLCs as necessary.
- Assesses need and issues breast pumps, instructs on pump use and milk collection/storage, as needed.
- Assesses and provides counseling on common and complex breastfeeding problems, including WIC breastfeeding risk factors and provides high risk follow up, as necessary.
- Authorizes the use of exempt infant formulas, WIC-eligible medical foods, and individual needs for certain tailoring of WIC food packages.
- Reviews and signs as the authorized certifying professional for WIC Educators who have not completed Level I of the WIC Certification Program.
- Provides nutrition education through individual and/or group instruction to participants, professionals, and community groups.
- Helps orient, train, supervise, and evaluate WIC paraprofessionals, volunteers, and clerical staff as assigned.
- Conducts and/or assists with in service education for staff and professional groups.
- Reviews, evaluates, and/or develops nutrition education materials.
- Participates in Program planning development and evaluation; works on assigned nutrition projects.
- Acts as a resource person for nutrition information.
- Assists with outreach and public relation activities.
- Participates in monitoring electronic charts, paper files, clinic activities, nutrition education, and counseling.
- Participates in continuing education activities; attends meetings, conferences, and workshops; keeps abreast of current nutrition research as it relates to the WIC Program and participants.
- Participates in staff conferences, meetings, in service training, and State meetings.

WIC Educator

The WIC Educator delivers WIC services to participants by determining and documenting eligibility, issuing food benefits, maintaining participant and Program electronic records and paper files related to participant certification, interviewing, providing nutrition education with behavior change goals, and developing individual care plans based on a sound understanding of nutritional concepts.

The WIC Educator develops proficiency in providing the full range of WIC services to participants. Titles of these individuals might include Lead WIC Educator, Administrative WIC Educator, WIC Receptionist, WIC Technician, WIC Clerk, or WIC Program Assistant. Lead WIC Educators are typically assigned higher level duties such as training and supervising other staff.

The WIC Educator is expected to work under minimal supervision and to exercise independent judgment and a high degree of initiative within established procedures. The Educator works under the supervision of the WIC Director, WIC High Risk Counselor or designated WIC Supervisor.

Qualifications

- Because WIC is a nutrition program, the job of WIC Educator is ideally held by a Diet Technician (someone who has a two-year degree in nutrition science). Also highly desirable in this position is a Licensed Practical Nurse (LPN). All persons hired as a WIC Educator must complete the WIC Certification Program modules within defined timelines.
- *Education:* Minimum high school diploma or GED.
- *Experience:* Previous work experience with the public. WIC and/or public health experience and experience with low income participants is preferred.
- *Special Qualifications:* Bilingual (Spanish) desirable.

Knowledge, Skills and Abilities

A fully functioning WIC Educator will need all of the knowledge, skills, and abilities listed here. In hiring for the position, a supervisor should look for the first ten skills. The last six can be learned on the job.

- Knowledge of business English, spelling, and math.
- Knowledge of standard office practices and procedures.
- Knowledge of socio economic conditions of local community and social agencies.

- Ability to operate standard office equipment, including a computer.
- Ability to read and interpret a variety of complex rules, regulations, and other materials.
- Ability to prepare and maintain accurate and neat records.
- Ability to provide participant services to assigned caseload and complete paperwork within time limits.
- Ability to establish and maintain effective working relationships.
- Ability to communicate effectively orally and in writing.
- Ability to work with minimal supervision; ability to work as a team member.
- Ability to pass the WIC Certification Program with the required passing scores for Level I II and III.
- Ability to work with height/length, weight, and measuring devices.
- Ability to perform finger stick blood tests to determine hematocrit or hemoglobin levels.
- Knowledge of effective interviewing and counseling techniques.
- Knowledge of nutrition and nutritional concepts.
- Ability to promote breastfeeding as the optimal infant feeding choice while allowing participant choice.

Responsibilities/Duties

- Completes the WIC Certification Program within the timelines defined.
- Explains the Program to prospective participants; takes applications over the phone and in person; maintains waiting lists by priority and prescreening list, when necessary.
- Provides assistance in completing the certification process for people who have difficulty in speaking or writing.
- Schedules appointments with participants and follows up on participants who miss their appointments.
- Takes accurate health assessments at specified intervals involving heights, lengths, weights, and hematocrit or hemoglobin measurements; accurately enters this information into the Compass computer system and/or routes to appropriate person.
- Collects comprehensive diet information with a participant centered positive approach.
- Determines and documents complete Program eligibility; identifies all relevant risk factors; enrolls participants; reevaluates participants for continued Program eligibility.
- Determines and tailors food packages to individual needs; documents tailoring; and issues food benefits.
- Provides full explanation of the Program to participants to prevent and help resolve participant misuse; explains purpose of the WIC food package and the nutrients provided.
- Educates participants on the *Colorado WIC Program Food List & Shopping Guide*.
- Assesses need for and refers participants to appropriate health care and social service programs; makes individual referrals to health/social professionals and follows up referrals.
- Assists participants with individual nutrition education plans; dialogues with participants to identify appropriate behavior change goals; makes appropriate referrals; follows up and documents progress toward goals; reevaluates and establishes new goals; follows protocols.
- Identifies high risk participants according to the definition and makes appropriate referrals to the WIC High Risk Counselor.
- Provides information on the benefits of breastfeeding, aids in breastfeeding promotion in the clinic, offers praise for breastfeeding, conducts breastfeeding education classes and support groups (as able/necessary) and refers to WIC High Risk Counselor, **DBE, Educator Advanced Lactation Credentials, or Educator WIC Lactation Specialist (WLS)**.
- Maintains confidentiality of participants and ensures that participants are treated equally with respect, compassion, and empathy.
- Understands retailer requirements; documents participant and retailer requests or problems and resolves simple problems; refers more complex or repeated problems for resolution.
- Ensures all equipment is clean and maintained in working order and tested for accuracy at regular intervals.
- Orders and maintains adequate inventory of office supplies, clinical supplies, forms, educational pamphlets, eWIC card stock, and other materials for the clinic site.
- Participates in on-going training on the Compass computer system.
- Highly encouraged to attend the WIC Lactation Specialist Training to become a WLS.

Local Agency Retailer Coordinator (LARC)

WIC contact person for the state office and for the WIC retailers regarding food delivery topics. Communicate with local retailers regarding current WIC policy and procedures. Complete retailer monitoring as

needed. Follow up with participants and store complaints and concerns. The Local Agency Retailer Coordinator (LARC) works under the supervision of the WIC Director, WIC High Risk Counselor or designated WIC Supervisor.

Qualifications

- **Education:** Minimum high school diploma or GED.
- **Experience:** Previous work experience with the public. WIC and/or public health experience and experience with low income participants is preferred. Experience with retail stores and/or cashier experience is helpful.

Knowledge, Skills and Abilities (See the complete listing of skills for the WIC Educator position)

- Ability to read and interpret the WIC retailer rules and regulations.
- Ability to prepare and maintain accurate and neat records.
- Ability to communicate effectively orally and in writing.
- Ability to assist with conflict resolution and confidentiality issues.
- Knowledge of effective counseling and education concepts and methods.
- Ability to establish and maintain effective working relationships.
- Ability to deliver orientation/training/monitoring sessions to various levels of retail staff.

Responsibilities/Duties

(See *Local Agency Retailer Coordinator (LARC) Roles and Responsibilities* in Section 1: Vendor and Farmer Management for detailed listing of local agency management of stores.)

- Sets up a process so that any staff member can record comments or problems. Keeping detailed, precise records is the key to effective coordination between the State, Local Agency and retailers.
- Conducts pre-authorization visits.
- Collects and maintains retailer reports from State WIC staff detailing WIC food benefit redemption, inventory and/or volume history. Assists with training and problem resolution, as needed, for the store.
- Completes training and orientation visit for all new WIC retailers, including shelf surveys.
- Conducts informal site visits and retailer monitoring visits using the Retailer Monitoring Report form.
 - Reviews WIC policy and procedures such as redeeming food benefits, the *Colorado WIC Food List & Shopping Guide*, stocking requirements, with the local agency, retailers, and participants as appropriate.
 - Develops processes for tracking and resolving retailer and participant complaints and/or problems.
 - Participates, as appropriate, in State WIC retailer coordination meetings and conference calls.
 - Provides written documentation supporting sanctions/disqualifications of participants and/or retailers if needed, including testifying at Fair Hearing Procedures.
 - Provide retailer coordination guidance to local agency staff.

Local Agency Outreach Coordinator

Publicizes the availability of the WIC Program, builds an outreach network, informs organizations in the outreach network about the WIC Program, and coordinates with other community resources to increase the WIC caseload. Outreach Coordinator works under the supervision of the WIC Director, WIC High Risk Counselor or designated WIC Supervisor.

Qualifications

- **Education:** (See the education and qualifications listed for all of the WIC positions)
- **Experience:** Previous work experience with the public. WIC and/or public health experience and experience with low income participants is preferred. Experience with other community programs and agencies plus work with various media is helpful.

Knowledge, Skills and Abilities (See the complete listing of skills for the WIC Educator, WIC High Risk Counselor.)

- Ability to coordinate and chair a committee.
- Ability to evaluate all possible outreach approaches and possible audiences.
- Ability to work with a variety of media.
- Ability to communicate effectively orally and in writing.

Responsibilities/Duties

- Coordinates outreach planning with the WIC Director, the WIC staff, an outreach committee or task force.
- Publicizes the availability of the WIC Program.
- Establishes an outreach network with community agencies/programs serving similar populations.
- Educates the agencies/organizations about the WIC Program and how possible participants can apply.
- Documents outreach activities, agencies contacted and the date of completion.
- Assists the LA WIC Director with updating the referral list in Compass.
- Under the direction of the LA WIC Director, performs duties associated with the WIC Referral System (WRS).

Local Agency Breastfeeding Coordinator

Every WIC agency in Colorado has a designated LA Breastfeeding Coordinator, although larger agencies may have a designated coordinator at each clinic. The Breastfeeding Coordinator is responsible for coordinating breastfeeding promotion and support activities for the agency or clinic in collaboration with the agency's WIC Director. The LA Breastfeeding Coordinator works under the supervision of the WIC Director, WIC High Risk Counselor or designated WIC Supervisor.

Qualifications

- **Education:** Minimally, has received at least 20 hours of training in breastfeeding promotion and support beyond the WIC Certification Program (e.g., breastfeeding workshops; WIC breastfeeding training, State WIC Meetings, WLS, CLC, CLE, or **IBCLC**).
- **Experience:** Previous work experience with the public and/or community programs. Breastfeeding experience is desirable, but not required.

Knowledge, Skills and Abilities (See complete listing of skills for the WIC Educator position.)

- Ability to disseminate and implement appropriate policies and guidelines that support and promote breastfeeding as the preferred method of infant feeding.
- Ability to collaborate with prenatal, well child, and family planning programs, hospitals, and/or other community health care providers to coordinate breastfeeding promotion and support activities.
- Ability to prepare and maintain accurate and neat records, and submit reports to the State Office in a timely manner.
- Ability to communicate effectively orally and in writing.

Responsibilities/Duties

- The clinic/agency environment is breastfeeding-friendly by implementing the following requirements:
 - Portray breastfeeding as the preferred infant-feeding method in a culturally and aesthetically appropriate manner.
 - Establish a positive attitude toward breastfeeding by clinic and agency staff.
 - Avoid use of printed and audiovisual materials and office supplies developed by formula manufacturers in any WIC clinic.
 - Store infant formula in areas not visible to the WIC participant.
 - Provide a supportive clinic environment in which women feel comfortable breastfeeding their infant.
 - Incorporate positive peer influence into the prenatal period through use of peer counselors, bulletin boards that display successful breastfeeding mothers and infants, or hosting sessions where pregnant women can talk with breastfeeding women, and/or scheduling pregnant and breastfeeding women at the same time.
 - Include participants' family and friends in breastfeeding education sessions.
 - Issue a formula package consistent with the mother's breastfeeding goals and the infant's nutritional needs.
- Systems/programs are in place to provide timely support services to breastfeeding women and infants. Activities may include:
 - Create procedures to ensure breastfeeding women and infants are certified within 7 to 10 days of delivery.
 - Coordinate in-services on assessing the breastfeeding dyad.
 - Collaborate with community programs/organizations to identify or develop systems of support (e.g., La Leche League, local hospital lactation programs, home visitation program, public health nursing).
 - Coordinate a telephone follow-up program.



- Regularly assess agency needs for breast pumps and supplies and, in collaboration with WIC Director, completes breast pump and supply order form.
- Review policies and procedures for issuing breast pumps and supplies with all staff periodically.
- Use breastfeeding reports to identify common reasons women cease breastfeeding and develop strategies to address barriers.
- Track breastfeeding rates for the agency/clinic.
- Participate in Breastfeeding Coordinator conference calls, meetings, and other activities with the state breastfeeding coordinator.
- Ensures all staff members are competent in providing breastfeeding education and support. Activities may include:
 - Orient new employees on the agency's breastfeeding activities and services, WIC policies and procedures, and the Program's breastfeeding goals.
 - Assess staff training needs and coordinate training opportunities as appropriate, including referring staff to complete the WLS training program.
 - Plan and implement breastfeeding continuing education for staff annually.
 - Review participant breastfeeding education materials and staff training materials annually to ensure they are up-to-date and accessible to staff.
 - Apprise staff of changes in WIC breastfeeding policies, procedures, or recommendations. Review tailoring of the breastfeeding infant food package with staff on a regular basis.
 - Work with the LA Director to include questions in the interview process for prospective employee's ability to provide breastfeeding education as well as in the annual evaluation process of the employee.
 - Serve as a breastfeeding resource person for staff (e.g., is well versed in Colorado WIC breastfeeding policies and procedures, maintains local agency/clinic breastfeeding library [books and videos], and materials needed to complete the Breastfeeding Module).
 - Coach staff to build their skills in providing breastfeeding education and support.
- The clinic/agency staff actively promotes and supports breastfeeding to the WIC population and community. Activities may include:
 - Coordinate activities to celebrate WIC National Breastfeeding Week.
 - Present to local organizations and health care programs on the services provided by WIC emphasizing breastfeeding education and support services.
 - Participate in the local breastfeeding task force or possibly initiate the development of a task force if one does not exist.
 - Submit breastfeeding articles and public service announcements to local media.

Educator WIC Lactation Specialist (Educator WLS)/Educator Advanced Lactation Credentials

This is an enhanced role for a WIC Educator who has received higher level breastfeeding education through the Colorado WIC Lactation Specialist (WLS) training and/or advanced lactation credentials (CLC, CLE or IBCLC) and has developed their expertise. The following roles and responsibilities are within the scope of practice for an Educator WLS and/or Educator Advanced Lactation Credentials:

Qualifications

- Meets qualifications of a WIC Educator.
- **Education:**
 - Educator WLS - Minimally, has participated in the Colorado WLS training.
 - Educator Advanced Lactation Credentials - Minimally, has obtained advanced lactation credential (CLC, CLE, or IBCLC) from an accredited program including completing course work, passing an exam and maintaining the credential as required by the accrediting body (e.g., continuing education credits, fees).
- **Experience:** Previous work experience with the public and/or community programs.

Knowledge, Skills and Abilities (see WIC Educator role for complete listing)

- Ability to disseminate and implement appropriate policies and guidelines that support and promote breastfeeding as the preferred method of infant feeding.
- Ability to review evidence-based literature and apply to practice.



- Ability to pass the WLS or CLC, CLE, or IBCLC exam at the completion of the training [and pass two required WLS observations (unless already CLC, CLE or IBCLC certified)].

Responsibilities/Duties

- Assesses and provides counseling on common and complex breastfeeding problems.
- Performs the counseling expectations described in the “Breastfeeding Complications or Potential Complications (602/603)” content in the *High and Low Risk Protocol* policy.
- Provides prenatal anticipatory guidance [responding to concerns and issues about breastfeeding; such as, reinforcing that it takes about a month to establish milk supply; no formula first month; what to request in the hospital (Baby-Friendly Hospital Initiative’s Ten Steps to Successful Breastfeeding), issues returning to work or school; hand expression; breastfeeding resources in community].
- Responds to participant breastfeeding questions, providing information on the benefits of breastfeeding, offering praise for breastfeeding, and aids in breastfeeding promotion activities in the clinic.
- Assesses need, coordinates and loans/issues breast pumps and supplies, instructs on pump use and milk collection/storage.

Optional Functions

- Teaching participant breastfeeding classes and/or leading breastfeeding support groups.
- Providing support calls to mothers prenatally or early postpartum to offer encouragement and respond to questions, including after pump issuance.
- Recommending breast shells, breast pads, and other breastfeeding aids.

High Risk Counselor WIC Lactation Specialist (WLS)/High Risk Counselor Advanced Lactation Credentials

All High Risk Counselors are required to participate in a training to be able to function as a WIC Lactation Specialist (WLS). High Risk Counselors may also obtain advanced lactation credentials (CLC, CLE, IBCLC) to further their expertise and support for participants. The following roles and responsibilities are within the scope of practice for High Risk Counselor WLS and/or High Risk Counselor Advanced Lactation Credentials.

Qualifications

- Meets qualifications of High Risk Counselor.
- **Education:**
 - High Risk Counselor WLS: Minimally, has participated in the Colorado WIC WLS training.
 - High Risk Counselor Advanced Lactation Credentials - Minimally, has obtained advanced lactation credential from an accredited program (CLC, CLE, IBCLC) including completing course work, passing an exam and maintaining the credential as required by the accrediting body (e.g., continuing education credits, fees).
- **Experience:** Previous work experience with the public and/or community programs.

Knowledge, Skills and Abilities

In addition to the following, see complete listing for High Risk Counselors and Educators in Local Staffing section, respectively.

- Ability to disseminate and implement appropriate policies and guidelines that support and promote breastfeeding as the preferred method of infant feeding.
- Ability to review evidence based literature and apply to practice.
- High Risk Counselor WLS - Ability to pass the WLS exam at the completion of the training course. High Risk Counselor Advanced Lactation Credentials - Ability to pass the CLC, CLE, and/or IBCLC exam at the completion of the training course(s) and any required observations.

Responsibilities/Duties

- Mentors Educator WLS and BFPC WLS.
- Performs the counseling expectations described in the “Breastfeeding Complications or Potential Complications (602/603)” content in the *High and Low Risk Protocols* policy.

- Provides high risk follow-up to a mother and infant within two weeks of risk assignment of NRF 602/603 if initial 24-hour high risk counseling was provided by an Educator WLS.
- Provides prenatal anticipatory guidance (responding to concerns and issues about breastfeeding; reinforces that it takes about a month to establish milk supply; no formula first month; what to request in the hospital; issues for returning to work or school; hand expression; breastfeeding resources in community).
- Assesses need, coordinates and loans/issues breast pumps and supplies. Can delegate to Educator WLS or **Educator Advanced Lactation Credentials**.
- Makes referrals to health care providers, IBCLC or hospital lactation staff.
- Contacts participant's health care provider to discuss concerns (e.g. medications and breast milk; formula supplementation prescriptions).
- Responds to participant breastfeeding questions.
- Recommends breast shells, breast pads, and other breastfeeding aids.
- Troubleshoots breastfeeding concerns such as inadequate milk supply (perceived or real) and solutions for engorgement.

Optional Functions

- Teaching breastfeeding classes and/or leading support groups.
- Providing support calls to mothers prenatally or early postpartum to offer encouragement and respond to questions.

Designated Breastfeeding Expert

The Designated Breastfeeding Expert (DBE) has special training and experience helping mothers with complex breastfeeding problems that are outside the scope of practice of BFPCs and other WIC staff. The DBE operates within the policies and procedures of the WIC program and within the context of WIC's role for breastfeeding support. Each LA operating a BFPC program is required to have access to a DBE to assist WIC participants with complex breastfeeding challenges in a timely manner. This role is typically fulfilled by the LA BFPC Coordinator.

Qualifications

- **Education:**
 - Is a Registered Dietitian, Nutritionist (Master's or Bachelor's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), IBCLC, health care provider, registered nurse, physician's assistants certified by the National Committee on Certification of Physician's Assistants or has completed a minimum of 8 college courses from an Accredited Institution in the Health Sciences (suggested coursework includes, but is not limited to the following areas: Human Anatomy, Human Physiology, Biology, Infant Growth and Development, Nutrition, Counseling Skills, Sociology, Introduction to Clinical Research, etc.).
 - Successful completion of the FNS competency-based training for WIC Breastfeeding Curriculum (levels 1-4) or completion of a State-approved competency-based breastfeeding training that is consistent with the FNS WIC Breastfeeding Curriculum.
- **Experience:**
 - Experience working with low-income breastfeeding mothers and infants who experience complex breastfeeding challenges.
 - Minimum of one year of experience in counseling breastfeeding mother/infant dyads.
 - Experience providing breastfeeding training/education.

Knowledge, Skills and Abilities

A fully functioning DBE will have the following skills or be able to learn them on the job.

- Knowledge of socio-economic conditions of the local community.
- Critical thinking and problem solving.
- Breastfeeding Assessment and Care Plan Development.
- Ability to clearly communicate complex care plans to the WIC breastfeeding team, as appropriate.

Responsibilities/Duties

The WIC DBE duties include, but are not limited to:

- Acts on referrals from BFPCs regarding complex breastfeeding challenges beyond their scope of practice.



- Assesses, contributes towards the development of a care plan and counsels the mother/infant dyad with complex breastfeeding challenges.
- Performing the counseling expectations described in the “Breastfeeding Complications or Potential Complications (602/603)” content in the *High and Low Risk Protocols* policy.
- Communicates care plan to the rest of the WIC breastfeeding team, as appropriate.
- Refers participants to health care providers for further assessment and medical care when needed.
- Refers to hospital lactation staff and community breastfeeding support resources, as necessary.
- Assesses need, coordinating and loaning/issuing breast pumps and supplies. Can delegate to Educators or High Risk Counselors who are WLSs or have advanced lactation credentials.
- Recommending breast shells, breast pads, and other breastfeeding aids and administering/overseeing supplemental nursing systems (SNS) as necessary.
- Mentors all other WIC staff, specifically Educator WLS, BFPC WLS and High Risk Counselor WLS.
- Maintains lactation credentials and certifications.

Optional Functions

- Teaching breastfeeding classes and/or leading support groups.
- Providing breastfeeding trainings for WIC staff and serving as a resource and mentor.
- Promoting breastfeeding within the community.

Designated Breastfeeding Expert IBCLC

The Designated Breastfeeding Expert IBCLC (WIC DBE-IBCLC) has special training and expertise assisting participants with complex breastfeeding problems. This position requires completion of both DBE requirements and IBCLC credential. This position is optional and can be combined with other WIC staffing roles, or as its own position within the LA.

Qualifications

- Meets qualifications of WIC DBE.
- **Education:**
 - Minimally, has obtained and maintained the International Board Certified Lactation Consultant (IBCLC) credential as provided by and verified by the International Board of Lactation Consultant Examiners (IBLCE).
 - Successful completion of the FNS competency-based training for WIC Breastfeeding Curriculum (levels 1-4) or completion of a State-approved competency-based breastfeeding training that is consistent with the FNS WIC Breastfeeding Curriculum.
 - Maintains consistent continuing education credits and stays up to date on best practices related to lactation.
- **Experience:**
 - Advanced experience assisting families with complex breastfeeding challenges.
 - Experience working with low-income breastfeeding mothers and infants who experience complex breastfeeding challenges.
 - Minimum of one year of experience in counseling breastfeeding mother/infant dyads.
 - Experience providing breastfeeding training/education to colleagues, health care professionals, and the general public.

Knowledge, Skills and Abilities

A fully functioning WIC DBE-IBCLC will have the following skills or be able to learn them on the job.

- Knowledge of socio-economic conditions of the local community.
- Critical thinking and problem solving.
- Breastfeeding Assessment and Care Plan Development.
- Ability to clearly communicate complex care plans to the WIC breastfeeding team, as appropriate.

Responsibilities/Duties

The WIC DBE-IBCLC duties include, but are not limited to:

- Acts as the breastfeeding expert for the agency, responding to referrals from WIC staff and BFPCs regarding complex breastfeeding challenges beyond their scope of practice.



- Troubleshoots breastfeeding concerns such as inadequate milk supply (perceived or real) and solutions for engorgement.
- Assesses, contributes towards the development of a care plan and counsels the mother/infant dyad with complex breastfeeding challenges.
- Performs the counseling expectations described in the “Breastfeeding Complications or Potential Complications (602/603)” content in the *High and Low Risk Protocols* policy.
- Communicates care plan to the rest of the WIC breastfeeding team, as appropriate.
- Contacts participant’s health care provider to discuss concerns (e.g. medications and breast milk; formula supplementation prescriptions).
- Refers to hospital lactation staff and community breastfeeding support resources, as necessary.
- Provides prenatal support and guidance (responds to advanced concerns and issues about breastfeeding; addresses potential physiological challenges that would inhibit/limit breastfeeding; sets expectations for birth and early postpartum, including support to request at the hospital).
- Assesses need, coordinates and loans/issues breast pumps and supplies. Can delegate to Educator/High Risk Counselor WLS.
- Recommends breast shells, breast pads, and other breastfeeding aids and administers/oversees supplemental nursing systems (SNS) as necessary.
- Mentors all other WIC staff, specifically Educator WLS, BFPC WLS and High Risk Counselor WLS.
- Maintains IBCLC credentials and obtains appropriate continuing education credits through training opportunities annually.

Optional Functions

- Teaching breastfeeding classes and/or leading support groups.
- Providing breastfeeding trainings for WIC staff.
- Promoting breastfeeding within the community, especially outreach with health care providers.
- Providing support calls to mothers prenatally or early postpartum to offer encouragement and respond to questions.

Breastfeeding Peer Counselor Program Coordinator

The WIC Breastfeeding Peer Counseling (BFPC) Program Coordinator manages the BFPC Program at the local agency level and works under the direction of the LA WIC Director.

Qualifications

- **Education:**
 - Minimum high school diploma or GED and advanced lactation credentials, such as Certified Lactation Counselor (CLC) or Certified Lactation Educator (CLE). IBCLC preferred.
 - Successful completion of the FNS competency-based training for WIC Breastfeeding Curriculum (levels 1-4) or completion of a State-approved competency-based breastfeeding training that is consistent with the FNS WIC Breastfeeding Curriculum.
 - Successful completion of the FNS *WIC Breastfeeding Curriculum: Peer Counseling Management* training.
- **Experience:**
 - Previous work experience with the public. WIC and/or public health experience and experience with low-income participants is preferred.
 - Has a minimum of one-year experience counseling breastfeeding women.
 - Has experience in program management.
 - Has demonstrated experience in supervision.
 - Has demonstrated expertise in breastfeeding management and promotion.

Knowledge, Skills and Abilities

A fully functioning breastfeeding peer counselor program supervisor/coordinator will have the following skills or be able to learn them on the job.

- Knowledge of socio-economic conditions of the local community.
- Ability to read and interpret a variety of materials.
- Ability to prepare and maintain accurate, neat records.
- Abilities to provide services to the assigned caseload and complete paperwork within time limits.
- Ability to establish and maintain effective working relationships.

- Ability to communicate effectively orally and in brief writing.
- Ability to work as a team member.
- Ability to complete WIC and breastfeeding information modules.

Responsibilities/Duties

The LA BFPC Coordinator duties include, but are not limited to:

- Assists in establishing program goals and objectives.
- Assists in establishing BFPC program protocols and policies.
- Assures that the BFPC program follows the FNS WIC Breastfeeding Model Components for Peer Counseling.
- Determines BFPC program staffing needs.
- Recruits and interviews potential BFPCs in alignment with program policies and standards.
- Arranges training of BFPCs.
- Mentor new BFPCs during the first three months and provide ongoing supervision
- Holds monthly meetings with BFPCs.
- Reviews documentation records and data as appropriate.
- Monitors the program, including conducting spot checks.
- Routinely reports on the program to supervisor and State BFPC Program Coordinator.
- Works with other BFPC supervisors (if available) to assess for ongoing improvements to the program that may be needed.
- Arranges for availability of WIC Designated Breastfeeding Expert (DBE) for managing complex breastfeeding problems beyond the scope of the peer counselor. (Note: May also serve as the LA's DBE.)

Breastfeeding Peer Counselor

The WIC Breastfeeding Peer Counselor (BFPC) is a paraprofessional support person who provides basic breastfeeding information and encouragement to pregnant and breastfeeding WIC participants who are pregnant or breastfeeding. The BFPC is required to document contacts and make referrals to lactation experts when concerns are beyond their scope of practice.

Note: New hires should not have professional training in health, nutrition, or the clinical management of breastfeeding (e.g. CLC, CLE or IBCLC).

Supervision

WIC BFPCs work under the supervision of the LA BFPC Program Coordinator or WIC Director.

Qualifications

To ensure that the BFPC relates with a WIC mother, the position qualifications are:

- Has breastfed at least one baby for at least 6 months (does not have to be currently breastfeeding).
- Is enthusiastic about breastfeeding, and wants to help other mothers enjoy a positive experience.
- Bilingual (Spanish/English) preferred but not required.
- Can work a set number of hours a week (as established by the local agency) and is available to WIC participants outside usual clinic hours.
- Completes the FNS WIC Breastfeeding Curriculum training for BFPCs and all required orientation activities.

Knowledge, Skill and Abilities

A fully functioning BFPC already has the following skills and/or learns them on the job.

- Knowledge of socio-economic conditions of the local community.
- Ability to read and interpret a variety of materials.
- Ability to prepare and maintain accurate, neat records.
- Abilities to provide services to the assigned caseload and complete paperwork within time limits.
- Ability to establish and maintain effective working relationships.
- Ability to communicate effectively orally and in writing.
- Ability to work as a team member.
- Ability to complete WIC and breastfeeding information modules.

Responsibilities/Duties

- Counsels pregnant and breastfeeding WIC participants through phone calls, text messaging, clinic visits, home visits, and/or hospital visits at scheduled intervals determined by the LA.
- Receives a caseload of pregnant and breastfeeding WIC participants and makes routine periodic contacts.
- Provides basic breastfeeding information and support to new mothers, including telling them about the benefits of breastfeeding, overcoming common barriers, and getting a good start with breastfeeding. Helps mothers prevent and handle common breastfeeding concerns.
- May be available outside usual 8 to 5 working hours to new mothers who are having breastfeeding problems.
- Maintains confidentiality.
- Keeps accurate records of all contacts made with WIC participants.
- Refers mothers, according to clinic-established protocols, to appropriate resources:
 - WIC BFPC Coordinator, DBE, High Risk Counselor, Educator Advanced Lactation Credentials, or Educator WLS.
 - Lactation consultant.
 - Health care providers.
 - Public health programs in the community.
 - Social service agencies.
- Attends and assists with prenatal classes and breastfeeding support groups.
- Attends monthly staff meetings and breastfeeding conferences/workshops as appropriate.
- Reads assigned books and materials on breastfeeding that are provided by the supervisor.
- May assist WIC staff in promoting the BFPC program through special projects and duties as assigned.

Breastfeeding Peer Counselor WIC Lactation Specialist (BFPC WLS)

This is an enhanced role for Breastfeeding Peer Counselors (BFPCs) who have expertise in breastfeeding counseling and management through previous experience as a BFPC and additional lactation training (e.g. Colorado WLS training) and who can maintain their role as a peer connecting with a peer. This enhanced role is not necessarily available to any peer who has attended the WLS training. Supervisors must consider each BFPC individually (knowledge, skill, desire, etc.) to assess if they fit the criteria and can continue to be a BFPC while having this additional knowledge.

Note:

- BFPCs must have at least 12 months of work experience in the role in order to attend the WLS training. This requirement can be flexed per the discretion of the LA BFPC Coordinator.
- BFPCs should not be in the role of educator or teacher. BFPCs should be considered part of the team for the care of the mother/baby and should know when to yield to the WIC BFPC Coordinator, DBE, High Risk Counselor, Educator Advanced Lactation Credentials, or Educator WLS.

Qualifications

- Meets qualifications of a WIC BFPC.
- *Education:* Minimally, has participated in the Colorado WIC Lactation Specialist (WLS) training.

Knowledge, Skills and Abilities

In addition to the following, see complete listing for BFPC.

- Ability to pass the WLS exam at the completion of the training and pass two required WLS observations.

Responsibilities/Duties

- Provides prenatal anticipatory guidance [responding to concerns and issues about breastfeeding; such as, reinforcing that it takes about a month to establish milk supply; no formula first month; what to request in the hospital (Baby-Friendly Hospital Initiative's Ten Steps to Successful Breastfeeding), issues returning to work or school; hand expression; breastfeeding resources in community].
- Provides support calls to mothers prenatally or early postpartum to offer encouragement and respond to questions.
- Responds to participant breastfeeding questions.
- Troubleshoots breastfeeding concerns such as inadequate milk supply (perceived or real) and solutions for engorgement.

Optional Functions

- Assessing need, coordinating and loaning/issuing breast pumps and supplies, instructing on pump use and milk collection/storage for BFPC participants.
- Leading breastfeeding support groups and classes. (Note: BFPC funds are to support programs beyond current operations and breastfeeding classes are considered current operations. If a BFPC WLS leads a breastfeeding class, the funds should come from the WIC budget rather than the BFPC budget. As support groups are not considered current operations, BFPC funds can be used to pay for the BFPC's time to lead these groups.)
- Depending on level of skill and knowledge of supervision, could serve as the LA BFPC Coordinator.

NOTE: Out of Scope for all Colorado WIC Program Staff

- Recommending use of a galactagogue - should refer to the mother's health care provider, hospital lactation or IBCLC in the community.
- Recommending treatment for or diagnosing breast yeast or bacterial infection or breastfeeding or breast milk jaundice - should refer to a health care provider.
- Fitting and placement of nipple shields - should refer to hospital lactation or IBCLC in the community.
- Diagnosing based on infant test weights done in the WIC clinic.
- Recommending a specialized infant formula when supplementation is medically warranted. Staff should refer the mother back to the health care provider.

Non-WIC Staff with WIC Program Duties

LA WIC Directors may assign WIC duties to agency staff not considered WIC employees. For example, a non-WIC staff may be assigned to obtain heights, weights, and hemoglobin/hematocrit measurements. Most often, these staff persons have limited access to Compass. To ensure these individuals are adequately trained, the WIC Director develops a training plan to provide the individual with the skills and knowledge needed to perform her/his work. State Office Nutrition Consultants are available to assist.

All non-WIC staff must complete three WIC training topics: Civil Rights, Customer Service, and Breastfeeding. The training for these topics along with the topics pertinent to the staff's position responsibilities can be acquired from a variety of training options. The options include:

- Review of pertinent areas of the current Colorado WIC Program Manual; and/or
- Completing the online Compass Training course; and/or
- Completion of Level I, II or III.

The supervisor is required to document the training that was provided for the individual including the topics, method of training, test scores, and dates of completion. This information must be kept in the employee's file and electronically entered into Compass, Staff Competencies. Should the non-WIC staff not have Compass access, maintain documentation of provided training in a separate file.

Standards for Use of Volunteers in WIC Clinics

WIC clinics are continually challenged with the problem of how to improve quality services with limited financial resources. One of the creative solutions to this problem has been the use of volunteers in the clinic. One concern when using volunteers is to see that they receive quality training and appropriate supervision. This is necessary to ensure participants receive a high level of care and WIC protocols and procedures are maintained.

LAs may have a volunteer coordinator and established policies for using volunteers. It is recommended that LAs coordinate WIC volunteer services within the agency policies. The following standards must be followed when beginning a volunteer program for WIC:

- LAs will discuss the plan for use of volunteers with the State Office assigned nutrition consultant.
- Program administrators will check LA policies regarding insurance, legal liability, and confidentiality concerning the use of volunteers in the agency setting.
- All volunteers will receive an orientation to the overall WIC Program and to the specific LA.

- All volunteers will receive direct supervision from a WIC administrative professional and/or WIC Supervisor. Supervision must include ongoing coaching and feedback and a yearly performance evaluation. Observation of volunteers may be included in state site visits and monitoring visits.
- Volunteers are used in different capacities based on their interests and skills and the agency's needs. Some of the activities that volunteers have been used for include intake eligibility work (e.g., helps participants with completion of forms); clerical work (e.g., filing, typing, answering the phone, folding pamphlets, organizing pamphlets); and height and weight screening (e.g., takes heights and weights).
- Volunteers must not determine nutrition risk, nutrition eligibility, or issue, WIC food benefits.

An appropriate training plan must be developed based on assigned duties. The training plan should be developed based on the tasks the individual is responsible for in the WIC clinic. The supervisor is required to document the training that was provided for the individual including the topics, method of training, test scores, and dates of completion. This information should be kept in the volunteer's file and electronically entered into the Compass computer system, if appropriate.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 08/20/2025

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 request by Jesus Lozoya Mendoza, Cesar and Angela Chacon in the S½SE¼N¼, in Section 36, Township 22, Range 44. The application request is to move the property line lying between Tract #1 and Tract #2, to increase the acreage for Tract #1 by 1/10 of an acre from 0.87 acres to 0.97 acre, and decrease the acreage for Tract #2 by 1/10 of an acre from 1.42 acres to 1.32 acres. The application was approved by the Planning Commission on August 20, 2025.

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!

If YES, attach copy

Dated this _____ **day of** _____, 20__

WARRANTY DEED

THIS DEED, made this 20TH day of MARCH, 2024 between

JESUS A. LOZOYA MENDOZA

of the County of PROWERS and State of COLORADO, Grantors, and

CESAR CHACON AND ANGELA CHACON

Whose legal address is: 6385 COUNTY ROAD HH.5
LAMAR, COLORADO 81052

of the County of PROWERS and State of COLORADO Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of **TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS—DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of PROWERS and State of Colorado, described as follows:

**TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 36: TRACT "B" OF AMENDED SECOND SUBDIVISION OF THE S½SE¼NW¼,
ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 480635,
COUNTY OF PROWERS, STATE OF COLORADO.**

ADDRESS: 6385 COUNTY ROAD HH.5

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, his heirs and assigns forever. And the Grantors, for herself and her heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way, reservations of record, 2024 taxes and all taxes thereafter.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
COUNTY OF PROWERS) ss

Jesus A. Lozoya Mendoza
JESUS A. LOZOYA MENDOZA

The foregoing instrument was acknowledged before me this 20TH day of MARCH 2024
By: JESUS A. LOZOYA MENDOZA

My commission expires: MARCH 3, 2028

DOLORES L. MELGOSA

Dolores L. Melgosa
NOTARY PUBLIC: DOLORES L MELGOSA
121 SOUTH MAIN STREET

of the County of **PROWERS** and State of **COLORADO** Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of **TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS**—**DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **PROWERS** and State of Colorado, described as follows:

**TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 36: TRACT "B" OF AMENDED SECOND SUBDIVISION OF THE S½SE¼NW¼,
ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 480635,
COUNTY OF PROWERS, STATE OF COLORADO.**

ADDRESS: 6385 COUNTY ROAD HH.5

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, his heirs and assigns forever. And the Grantors, for herself and her heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way, reservations of record, **2024** taxes and all taxes thereafter.

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

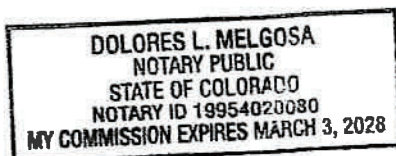
IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF **COLORADO**)
) ss
COUNTY OF **PROWERS**)

Jesus A. Lozoya Mendoza
JESUS A. LOZOYA MENDOZA

The foregoing instrument was acknowledged before me this **20TH** day of **MARCH** **2024**
By: **JESUS A. LOZOYA MENDOZA**

My commission expires: **MARCH 3, 2028**



Dolores L. Melgosa
NOTARY PUBLIC: **DOLORES L MELGOSA**
121 SOUTH MAIN STREET
LAMAR, COLORADO 81052

552377

WARRANTY DEED

THIS DEED, made this 30TH day of OCTOBER, 2020 between

JEAN SCHWARTZ

of the County of PROWERS and State of COLORADO, Grantors, and

JESUS A. LOZOYA MENDOZA AND NORALY HERNANDEZ SANTIAGO
whose legal address is: PO BOX 1002
LAMAR, COLORADO 81052

of the County of PROWERS and State of COLORADO, Grantees:

WITNESS, that the Grantors, for and in consideration of the sum of TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS _____ DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of PROWERS and State of Colorado, described as follows:

TOWNSHIP 22 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 38: TRACT "A" OF AMENDED SECOND SUBDIVISION OF THE S½SE¼NW¼,
ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. 480635,
COUNTY OF PROWERS,
STATE OF COLORADO.

also known by street and number as: 6381 COUNTY ROAD HH.6

TOGETHER with all and singular the nonhereditary and appurtenances thereunto belonging, or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the nonhereditary and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, their heirs and assigns forever. And the Grantors, for themselves their heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, their heirs and assigns, that at the time of the unsealing and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way, reservations of record, 2020 taxes and all taxes thereafter.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
COUNTY OF PROWERS) ss

Jean Schwartz
JEAN SCHWARTZ

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2020 by JEAN SCHWARTZ

My commission expires: MARCH 3, 2024

DOLORES L. MELGOSA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954020080
MY COMMISSION EXPIRES 03/03/2024

Dolores L. Melgosa
NOTARY PUBLIC: DOLORES L. MELGOSA
121 SOUTH MAIN STREET
LAMAR, COLORADO 81052

STATE DOCUMENTARY FEE
Date NOV 04 2020
\$ 21.50

Doc
Fee
\$21.50

FIRST SUBDIVISION

APPLICANT'S CERTIFICATE

I/we hereby apply for a Homestead Exemption from the Powers County Subdivision Regulations as provided for herein for the limits of land as shown and described herein. Said tract has no existing homestead claim and no other interests in the same are shown on the plat hereon, and that the information so shown herein is true and correct to the best of my/our knowledge and belief.

Charles L. Chalen
Angela D. Chalen
Angela D. Chalen

SURVEYOR'S STATEMENT

NOVEMBER 5, 2024

I, JAMES W. BRIDGANCE, a duly Licensed Professional Land Surveyor in the State of Colorado, do hereby certify that I have personally examined the plat of the subdivision of the land shown and described herein, and that the same is in accordance with the laws and regulations of the State of Colorado, and that the same is a true and correct representation of the land as shown and described herein.



JAMES W. BRIDGANCE
PROFESSIONAL LAND SURVEYOR
COLORADO 10007

PLANNING COMMISSIONER:
PROWERS COUNTY, COLORADO

Reviewed and Approved by the Prowers County Planning Commission:

Chairman: David J. Jelinek Date: 11-21-24

BOARD OF COUNTY COMMISSIONERS:
PROWERS COUNTY, COLORADO

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado:

Chairman: Steve B. Hays Date: 1-28-2025

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 _____ M. under Reception number _____.

Anna Con
Clerk of the Recorder

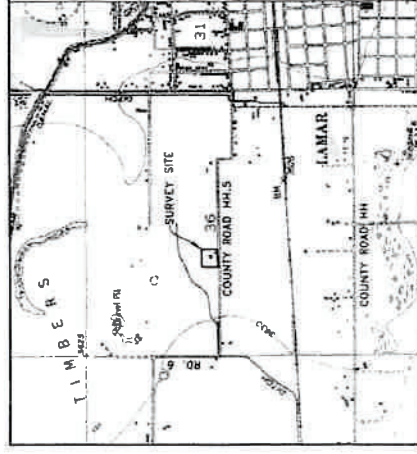


NOTICE: THIS INSTRUMENT, WHEN RECORDED, IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT, C.R.S. 24-71-101, WHICH PROVIDES THAT ANY INSTRUMENT RECORDED IN THE PUBLIC RECORDS SHALL BE AVAILABLE FOR EXAMINATION BY ANY PERSON AT ANY TIME AND PLACE.

NOTICE: ANY PERSON WHO KNOWS OF ANY FACTS OR CIRCUMSTANCES WHICH MAY AFFECT THE VALIDITY OF THIS INSTRUMENT, OR WHO KNOWS OF ANY FACTS OR CIRCUMSTANCES WHICH MAY AFFECT THE VALIDITY OF ANY INSTRUMENT RECORDED IN THE PUBLIC RECORDS, IS REQUESTED TO FURNISH THE SAME TO THE CLERK OF THE RECORDER, P.O. BOX 100, PROWERS, COLORADO 80059.

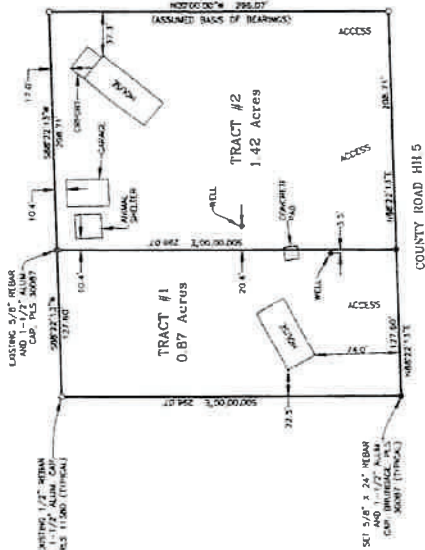
DESCRIPTION OF TRACT

THE TRACT DESCRIBED HEREIN IS THE 51/2 SEC 14 NW 1/4 OF SEC. 36, T. 22S., R. 47W., OF THE 6TH P.M., COUNTY OF PROWERS, STATE OF COLORADO.



VICINITY MAP
N.T.S.

SECOND AMENDED SECOND SUBDIVISION
OF THE 51/2 SEC 14 NW 1/4 OF SEC. 36,
T. 22S., R. 47W., OF THE 6TH P.M., COUNTY
OF PROWERS, STATE OF COLORADO.



SUBDIVISION PLAT

SUBDIVISION
PLAT

DATE: NOVEMBER 5, 2024 PROJECT NO.: 11-22-2024
DRAWN BY: ANGELA D. CHALEN CHECKED BY: ANGELA D. CHALEN
SCALE: 1" = 20'



ANGELA D. CHALEN
PROFESSIONAL LAND SURVEYOR
COLORADO 11-22-2024

CLERK: ANGELA D. CHALEN
RECORDED: ANGELA D. CHALEN
FILED: ANGELA D. CHALEN

THIRD AMENDED SECOND SUBDIVISION,
OF THE S1/2S1/4NW1/4 OF SEC. 36,
T.22S., R.47W., OF THE 6th P.M., COUNTY
OF PROWERS STATE OF COLORADO

I/we hereby apply for a Homestead Exemption from the Prowers County Subdivision Regulations as provided for herein for the tract of land as shown and described herein. Said tract is now an existing homesteaded upon it with an adequate domestic water system and a sanitary sewer disposal system. I/we certify that I/we are legal owner(s) of the tract as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

James H. Lewis - President Carole L. Chason
Deans L. Coleman - President John

APRIL 17, 2025

LANCE W. BRUNOAR, a REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO CESAR AND JUAN MENDOZA, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO, THAT ON APRIL 16, 2023 AS A RESULT OF A SURVEY MADE ON THE GROUND AND CONDUCTED IN ACCORDANCE WITH THE COLORADO SURVEYING ACT, PREPARED BY ME AND REPRESENTS THE SURVEY MADE THAT THE SURVEY WAS BASED UPON OTHER SURVEY RECORDS, INCLUDING RECORDS NO. 553172 AND 553378, AND INSTRUMENTS SUPPLIED BY CLIENT WITH CLIENT OBTAINING NO FURTHER RESEARCH AND ASSESSMENTS AND MONTHS-OF-TIME BY THE UNDERSIGNED.



PLANNING COMMISSION:
BROWERS COUNTY, COLORADO

Reviewed and Approved by the Prowers County Planning Commission,

Chakraborty, Date: _____

BOARD OF COUNTY COMMISSIONERS;
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado.

Chairman: _____ Date: _____

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 _____ M. under Reception number _____.

By: _____
Deputy

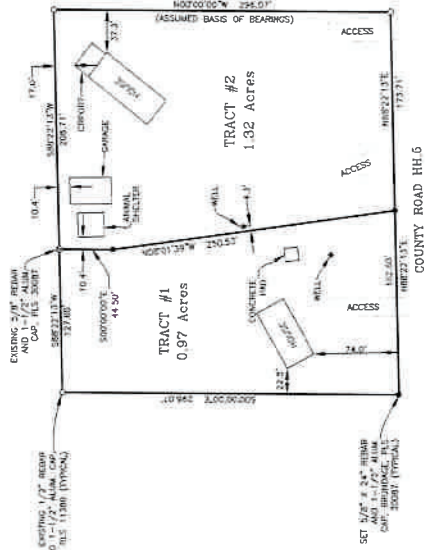
COLORADO
Call: H I I
SHOW MEAT'S PRODUCE
AND FINE LUNCH MEATS
1001 Locust Ave.
Denver, CO 80202

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.

NOTICE: ACCORDING TO FEDERAL LAW, YOU MUST COMMIT ANY LEGAL ACTION BASED UPON ANY DEFECT IN THE SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

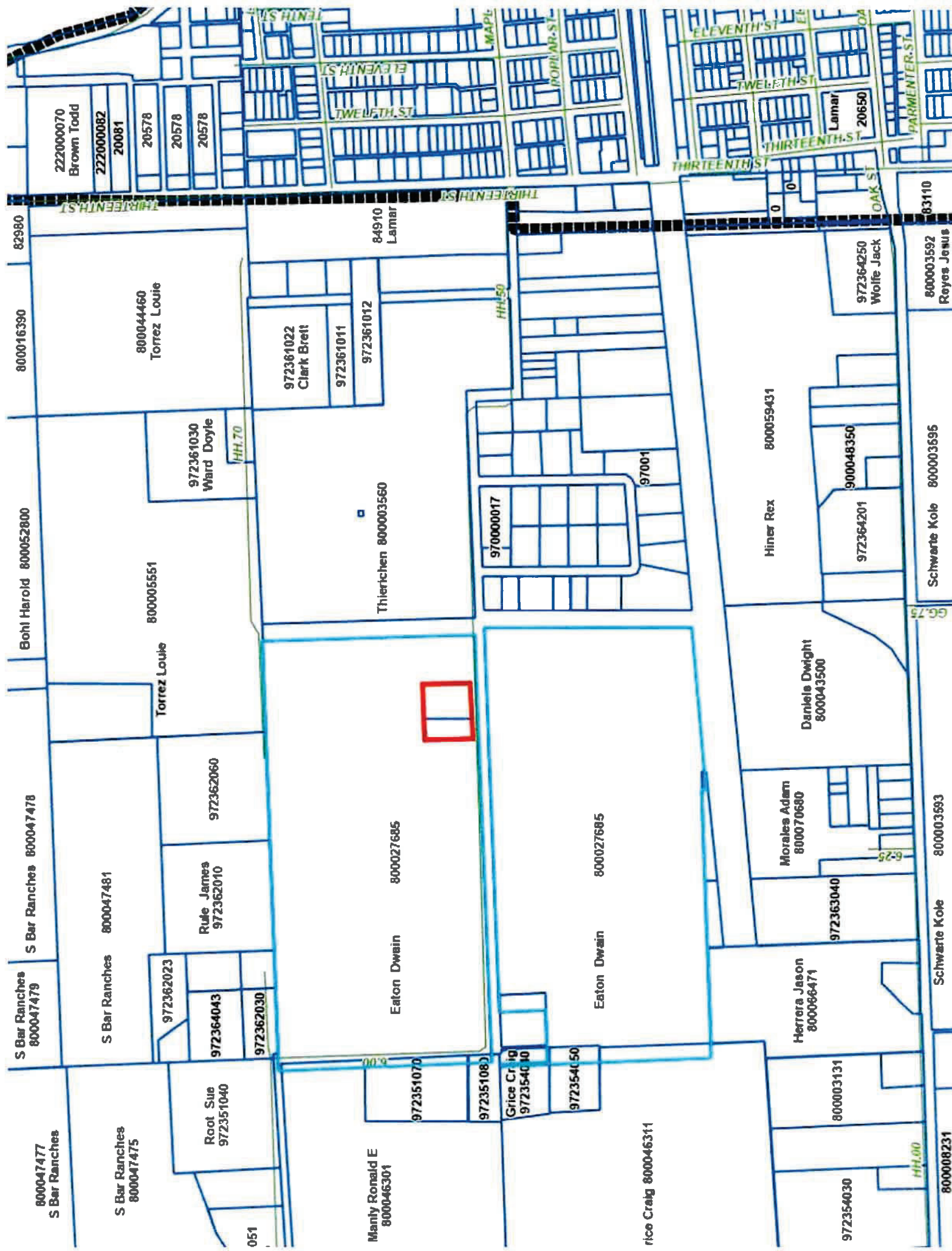


VICINITY MAP



SUBDIVISION PLAT

 AMERICAN LAND SURVEYING AND MAPPING 215 N. 3000 W. SALT LAKE CITY, UT 84119 PHONE: 801-581-8800 FAX: 801-581-8800		DATE: APRIL 11, 2023	(SOUTH 1/4)	SUBDIVISION	PROJECT LOCATION	RECD 1258	CHACON & MENDOZA	COLORADO
		PROJECT NO: 1140004	SHEET NO: 1 OF 1					



S Bar Ranches
800047477
S Bar Ranches

S Bar Ranches
800047479

S Bar Ranches
800047478

Bohl Harold
800052800

800016390

82980

S Bar Ranches
800047475

S Bar Ranches
800047481

800047481

Torrez Louie
800005551

800044460
Torrez Louie

972361030
Ward Doyle
HH.70

800044460
Torrez Louie

222000070
Brown Todd
222000082
20081
20578
20578
20578

Root Sue
972351040

972364043

972362030

Rule Jamea
972362010

972362060

Torrez Louie
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800044460
Torrez Louie

972361030
Ward Doyle
HH.70

800044460
Torrez Louie

222000070
Brown Todd
222000082
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20578
20578
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Manly Ronald E
800046301

972351070

972351080

Grice Craig
972354040

972354050

Eaton Dwain
800027685

800027685

rice Craig
800046311

Herrera Jason
800066471

Morales Adam
800070680

Daniela Dwight
800043500

800059431
Hiner Rex

972364250
Wolfe Jack

800003592
Reyes Jesus

972354030

800003131

972363040

Daniela Dwight
800043500

800059431
Hiner Rex

972364250
Wolfe Jack

800003592
Reyes Jesus

800008231

Schwarte Kole
800003693

Schwarte Kole
800003695

800003592
Reyes Jesus

972364250
Wolfe Jack

800003592
Reyes Jesus

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 08/20/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of final Subdivision Exemption Final Plat Map for Jesus Lozoya Mendoza, Cesar Chacon, and Angela Chacon. The application was approved by the Planning Commission on August 20, 2025 and by the BOCC on August 26, 2025. Minor Subdivision for a Third Amended Second Subdivision in the S½SE¼NW¼, in Section 36, Township 22, Range 47 west, the 6th P.M., The application request is to move the property line lying between Tract #1 and Tract #2 to increase the acreage for Tract #1 by 1/10 of an acre from 0.87 acres to 0.97 acre and decrease the acreage for Tract #2 by 1/10 of an acre from 1.42 acres to 1.32 acres, to be recorded in the County Clerk's Office.

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!

THIRD AMENDED SECOND SUBDIVISION,
OF THE S1/2SE1/4NW1/4 OF SEC. 36,
T.22S., R.47W., OF THE 6th P.M., COUNTY
OF PROWERS, STATE OF COLORADO

/We hereby apply for a Homestead Exemption from the Prowers County Subdivision Regulations as provided for therein for the tracts of land as shown and described herein. Said tracts are owned by an existing homesteaded upon it with an adequate domestic water system and a sanitary sewer disposal system. /We certify that /We are legal owner(s) of the tracts as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

James Mc Lister - President Carter L. Chason
 James Mc Lister - President Carter L. Chason
 James Mc Lister - President Carter L. Chason

APRIL 17, 2025

LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO CESAR JESUS MONTOYA ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO, THAT THE SURVEY WAS MADE BY THE SURVEYOR MADE OF THE GROUND AND MONUMENTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYORS OF THE STATE OF COLORADO. THAT THIS LAND SURVEY WAS MADE BY THE SURVEYOR MADE OF THE GROUND AND MONUMENTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYORS OF THE STATE OF COLORADO. THE SURVEY WAS BASED UPON DEEDS RECORDED AT RECEPTION NO. 523377 AND 523278 AND 523279 AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EASEMENTS OR RIGHTS-OF-WAY BY THE UNDERSIGNED.



LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 30087

PLANNING COMMISSION:
FLOWERS COUNTY, COLORADO:

Reviewed and Approved by the Prowers County Planning Commission.

Signature: Frank White Date: 8-20-25

BOARD OF COUNTY COMMISSIONERS:
BROWERS COUNTY, COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado.

Chalman: _____ Date: _____

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 _____ M., under Recipien number _____.

By: _____
Deputy Clerk and Recorder



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.

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in the supply within three years after you first discover such defect. In no event may any action based upon any defect in this supply be commenced more than ten years from the date of the certification.



VICINITY MAP

SUBDIVISION PLAT

	DATE: April 17, 2025 PROJECT NO. 114000124	ISSUED TO: 114000124.DWG SHEET NO. 3 OF 3	PROJECT LOCATION: PART OF THE HWY/A SEC. 36, T22S, R47W, 6th P.M., FREDERICKS COUNTY, COLORADO	REVISION: CHACON & MENDOZA LAMAR COLORADO
SUBDIVISION PLAT				

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 08/26/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 08/20/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider to approval of final Subdivision Exemption Plat map for Gary G. Hunter Revocable Trust. The application request was approved by the Planning Commission on June 11, 2025 and on June 24, 2025 by the BOCC. Minor Subdivision for a First Subdivision in the SW1/4SW1/4 in Section 36, Township 25, Range 42 west, the 6th P.M. subdividing 12.40 acres, to be recorded in the County Clerk's Office.

Justification or Background:

Gary G. Hunter Revocable Trust is requesting to subdivide the 12.42 acres, which includes a homestead and outbuildings, to sell to Southwest Plains Dairy, LLC, the remaining 626 acres will remain in the trust.

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 FARMSTEAD

Proposed Water Source ON sight domestic well

Proposed Means of Sewage Disposal Septic System

Proposed Road Access County Roads 36 and N

Proposed Lot Size Approx 14 ACRES

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

Prowers County Planning Commission, Chair

David Whelan

Dated this 11 day of June, 2025

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

Prowers County Board of County Commissioners, Chair

Lon Carr

Dated this 24 day of June, 2025

Title	Signatures
File name	Hunter_Schreier_co_trustee.pdf
Document ID	40e069875edce475fb892c13aa4673a0a66eb043
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History



06 / 10 / 2025
22:04:11 UTC

Sent for signature to Nickie Hunter (nhunter@chubb.com) and Nancy Schreier (nhschreier@gmail.com) from hmcoattyoffice@gmail.com
IP: 206.253.46.161



06 / 10 / 2025
22:05:04 UTC

Viewed by Nickie Hunter (nhunter@chubb.com)
IP: 164.44.0.60



06 / 10 / 2025
22:05:39 UTC

Signed by Nickie Hunter (nhunter@chubb.com)
IP: 164.44.0.60



06 / 10 / 2025
22:15:33 UTC

Viewed by Nancy Schreier (nhschreier@gmail.com)
IP: 162.247.130.168



06 / 10 / 2025
22:16:27 UTC

Signed by Nancy Schreier (nhschreier@gmail.com)
IP: 162.247.130.168



06 / 10 / 2025
22:16:27 UTC

The document has been completed.

