

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
SEPTEMBER 9, 2025**

7:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor
- Update (AM Breakfast House , 410 S Main St, Lamar, CO 81052)

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

WORK SESSION

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

10:30 a.m. Thomas Dunagan, Coroner Discussion
- Deputy Pay and Credit Card

11:00 a.m. BOCC
- Discussion -

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 26, 2025 Meeting Minutes
4. Consider approval of August 28, 2025 Special 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.

UPDATES

Don Wilson, County Administrator
County Administrator update
Otis Contract Discussion

Rose Pugliese, Esq.
County Attorney update
Individual Contracts Discussion

PREVIOUSLY TABLED ACTION ITEMS:

1. 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.
2. 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.
3. 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.
4. 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.

ACTION ITEMS:

1. Consider approval of Underground and Utility Permit No. 977 for Southeast Colorado Power to install CROSS CUT on County Road RR, 1961' East of County Road 11 (RIDER'S METAL).
2. Consider approval for acknowledging the issuance of DOLA Option Letter #1 related to County Master Plan Update - EIAF 9541 extending Grant Agreement to September 30, 2026.
3. Consider ratifying 8-26-2025 verbal poll approval of Grant Agreement Amendment #1 to original Grant Agreement # PCWRP01 in the amount of \$21,000.00 with an end date of June 30, 2026 and authorizing Chairman Ron Cook to execute the document electronically.

4. Consider ratifying 8-26-2025 verbal poll approval of a Letter of Support sent to Colorado Department of Local Affairs (DOLA) for SECED's and SECRHA's application for the Down Payment Assistance Program through the Affordable Housing Scattered Site Program in the region and authorizing the use of the Commissioner's signature stamps.
5. Consider ratifying 8-28-2025 verbal poll approval of a "Release of Lien" for property located in the Speculator Addition owned by John Sutphin at time of lien and currently owned by S Bar Ranches, Inc and authorizing the use of the Commissioners signature stamps.
6. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2026 and ending December 31, 2026 with Prowers County Department of Human Services and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU's.
7. Consider ratifying 9-2-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$165,045.06 with a certification date of September 2, 2025 and authorizing the use of the Commissioner's signature stamps.
8. Consider ratifying 9-2-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$50,339.07 with a certification date of September 2, 2025, and authorizing the use of the Commissioner's signature stamps.
9. Consider ratifying 8-26-2025 verbal poll approval for amending Fairgrounds Facility Rental Agreement and waiver of fees that was previously approved by the Board of County Commissioners on March 18, 2025 for Southeast Colorado Can Chasers to add additional events scheduled for September 18 & 19, 2025.
10. Consider approval of Colorado Local Government Opioid Participation Form to participate in settlement agreement for the New National Opioids Secondary Manufacturers Settlements and Settlement with Purdue and Sacklers by the Colorado Attorney General and authorizing Chairman Ron Cook to execute the document electronically.
11. Consider approval of a Letter sent to Governor, Jared Polis, State Senate President, James Coleman, and State Speaker of the House, Julie McCluskie addressing concerns with the burden of unfunded mandates.
12. Consider approval for cancellation of the September 16, 2025 BOCC Meeting.
13. Consider approval of accepting the Colorado Division of Homeland Security & Emergency Management (DHSEM) 2025 Emergency Management Performance Grant Program (EMPG) and award in the amount of \$65,148.00, funding source \$32,574 of Federal and \$32,574.00 of Local until September 30, 2025.

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 related to junk ordinance violations.

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: 09-09-2025

Submitter: Admin

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

Return Originals to: County Administration

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 977 for Southeast Colorado Power to install CROSS CUT on COUNTY ROAD RR, 1961' EAST OF COUNTY ROAD 11 (RIDER'S METAL)

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):

PERMIT NUMBER 977



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Southeast Colorado Power **DATE:** 8-20-25
ADDRESS: 3601 S. main Lamar

Your request for permission to install a Cross Cut on County Rd RR
1961' E. of County Rd 11 (Riders Hotel)
is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 977

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 180 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature]
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____

DATE: 8-20-25

Please attach a work sketch of proposed installation.

OFF 719 383-1403
Cell 719 940-1845

Email: troyc@secpa.com

The screenshot displays the NISCArcGIS.com web application interface. The map shows a river area with several measurement tools and data points. The 'Measure' tool is active, showing a distance of 1961.3 Feet. The 'Area Units' are set to Acres, and the 'Clear Measurements' button is visible. The map includes various data points, such as 44767, 7128875, 43586, 43584, 43582, 43581, 43580, 43579, 43578, 43577, 43576, 43575, 43574, 43573, 43572, 43571, 43570, 43569, 43568, 43567, 43566, 43565, 43564, 43563, 43562, 43561, 43560, 43559, 43558, 43557, 43556, 43555, 43554, 43553, 43552, 43551, 43550, 43549, 43548, 43547, 43546, 43545, 43544, 43543, 43542, 43541, 43540, 43539, 43538, 43537, 43536, 43535, 43534, 43533, 43532, 43531, 43530, 43529, 43528, 43527, 43526, 43525, 43524, 43523, 43522, 43521, 43520, 43519, 43518, 43517, 43516, 43515, 43514, 43513, 43512, 43511, 43510, 43509, 43508, 43507, 43506, 43505, 43504, 43503, 43502, 43501, 43500, 43499, 43498, 43497, 43496, 43495, 43494, 43493, 43492, 43491, 43490, 43489, 43488, 43487, 43486, 43485, 43484, 43483, 43482, 43481, 43480, 43479, 43478, 43477, 43476, 43475, 43474, 43473, 43472, 43471, 43470, 43469, 43468, 43467, 43466, 43465, 43464, 43463, 43462, 43461, 43460, 43459, 43458, 43457, 43456, 43455, 43454, 43453, 43452, 43451, 43450, 43449, 43448, 43447, 43446, 43445, 43444, 43443, 43442, 43441, 43440, 43439, 43438, 43437, 43436, 43435, 43434, 43433, 43432, 43431, 43430, 43429, 43428, 43427, 43426, 43425, 43424, 43423, 43422, 43421, 43420, 43419, 43418, 43417, 43416, 43415, 43414, 43413, 43412, 43411, 43410, 43409, 43408, 43407, 43406, 43405, 43404, 43403, 43402, 43401, 43400, 43399, 43398, 43397, 43396, 43395, 43394, 43393, 43392, 43391, 43390, 43389, 43388, 43387, 43386, 43385, 43384, 43383, 43382, 43381, 43380, 43379, 43378, 43377, 43376, 43375, 43374, 43373, 43372, 43371, 43370, 43369, 43368, 43367, 43366, 43365, 43364, 43363, 43362, 43361, 43360, 43359, 43358, 43357, 43356, 43355, 43354, 43353, 43352, 43351, 43350, 43349, 43348, 43347, 43346, 43345, 43344, 43343, 43342, 43341, 43340, 43339, 43338, 43337, 43336, 43335, 43334, 43333, 43332, 43331, 43330, 43329, 43328, 43327, 43326, 43325, 43324, 43323, 43322, 43321, 43320, 43319, 43318, 43317, 43316, 43315, 43314, 43313, 43312, 43311, 43310, 43309, 43308, 43307, 43306, 43305, 43304, 43303, 43302, 43301, 43300, 43299, 43298, 43297, 43296, 43295, 43294, 43293, 43292, 43291, 43290, 43289, 43288, 43287, 43286, 43285, 43284, 43283, 43282, 43281, 43280, 43279, 43278, 43277, 43276, 43275, 43274, 43273, 43272, 43271, 43270, 43269, 43268, 43267, 43266, 43265, 43264, 43263, 43262, 43261, 43260, 43259, 43258, 43257, 43256, 43255, 43254, 43253, 43252, 43251, 43250, 43249, 43248, 43247, 43246, 43245, 43244, 43243, 43242, 43241, 43240, 43239, 43238, 43237, 43236, 43235, 43234, 43233, 43232, 43231, 43230, 43229, 43228, 43227, 43226, 43225, 43224, 43223, 43222, 43221, 43220, 43219, 43218, 43217, 43216, 43215, 43214, 43213, 43212, 43211, 43210, 43209, 43208, 43207, 43206, 43205, 43204, 43203, 43202, 43201, 43200, 43199, 43198, 43197, 43196, 43195, 43194, 43193, 43192, 43191, 43190, 43189, 43188, 43187, 43186, 43185, 43184, 43183, 43182, 43181, 43180, 43179, 43178, 43177, 43176, 43175, 43174, 43173, 43172, 43171, 43170, 43169, 43168, 43167, 43166, 43165, 43164, 43163, 43162, 43161, 43160, 43159, 43158, 43157, 43156, 43155, 43154, 43153, 43152, 43151, 43150, 43149, 43148, 43147, 43146, 43145, 43144, 43143, 43142, 43141, 43140, 43139, 43138, 43137, 43136, 43135, 43134, 43133, 43132, 43131, 43130, 43129, 43128, 43127, 43126, 43125, 43124, 43123, 43122, 43121, 43120, 43119, 43118, 43117, 43116, 43115, 43114, 43113, 43112, 43111, 43110, 43109, 43108, 43107, 43106, 43105, 43104, 43103, 43102, 43101, 43100, 43099, 43098, 43097, 43096, 43095, 43094, 43093, 43092, 43091, 43090, 43089, 43088, 43087, 43086, 43085, 43084, 43083, 43082, 43081, 43080, 43079, 43078, 43077, 43076, 43075, 43074, 43073, 43072, 43071, 43070, 43069, 43068, 43067, 43066, 43065, 43064, 43063, 43062, 43061, 43060, 43059, 43058, 43057, 43056, 43055, 43054, 43053, 43052, 43051, 43050, 43049, 43048, 43047, 43046, 43045, 43044, 43043, 43042, 43041, 43040, 43039, 43038, 43037, 43036, 43035, 43034, 43033, 43032, 43031, 43030, 43029, 43028, 43027, 43026, 43025, 43024, 43023, 43022, 43021, 43020, 43019, 43018,

(<http://www.nisc.coop>)

121 46 35

RESOLUTION NO. 2010-12

PERMIT/ PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT

The Board of Commissioners of Prowers County, Colorado hereby adopts the following amended Permit/Penalty Fee Schedule, Resolution Nos. 2001-07, 2001-09 and 2005-02, and 2006-15 which will be effective the date hereinafter set forth, to cover administrative and other costs of the County permitting process. This Schedule may be amended or modified by the Board of Commissioners from time to time as is deemed necessary.

1. PERMIT FORM: The attached form of Underground and Utility Permit shall be obtained prior to commencement of any work. Said Permit shall be initially approved by the Road and Bridge Supervisor, and then submitted to the Board of Commissioners for final approval.
2. ROAD CUTS/BORE: The minimum fee for any crossroad cut, bore or other opening will be Seventy Dollars (\$70.00) per cut/bore plus a Fifty Dollar (\$50.00) Permit Fee. More than one crossroad cut/bore within the same county road may be included within a single Permit with an additional charge of Seventy Dollars (\$70.00) for each additional cut/bore. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
3. LONGITUDINAL USE: Longitudinal cuts, or the underground use of the County's road right-of-way without a crossroad cut of the road surface, will be charged according to the following fee schedule. These charges will be in addition to any fees for any crossroad cut(s) of the road surface, although the entire project will be subject to only one permit fee.
 - a. 0 -300 feet in length - Seventy Dollars (\$70.00) plus a Fifty Dollar (\$50.00) Permit fee. This in effect will be a One Hundred and Twenty Dollar (\$120.00) minimum charge.
 - b. Additional fees for 301 feet and over in length - If the installation is beyond 300 feet, there will be an additional charge of Ten Cents (\$.10) per linear foot for every foot over 300 feet.
4. UTILITY POLES/ AERIAL CABLE PLACEMENT: A One Hundred Dollar (\$100.00) permit fee will be required per overhead road crossing. Placement of poles and the associated overhead cable in a roadway right-of-way will be charged at the rate of One Hundred Dollars (\$100.00) per mile.

RESOLUTION NO. 2010-12

Continued

PERMIT/ PENALTY FEE SCHEDULE
UNDERGROUND AND UTILITY PERMIT

5. PENALTY PERMIT: A Penalty Permit shall be issued to any Permittee commencing work prior to obtaining a Permit. The fee for this permit shall be the forgoing fees plus a penalty of Five Hundred Dollars (\$500.00). Said penalty fee may be waived by the Board of Commissioners for emergency work or other good cause in the Board's discretion.
6. ADDITIONAL COSTS: If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates. In the event of any litigation, Prowers County will be entitled to recover its reasonable attorney fees and costs, and venue shall be exclusively in the Prowers County, Colorado District Court. The Permittee and any contractor employed by Permittee shall be jointly and severally liable for all fees and costs.
7. WAIVER: The Board of Commissioners may waive all or a part of said fees for good cause as determined by the Board in its discretion.

Approved and signed this 27th day of May, 2010.


Joe Marble, Chairman


Henry Schnabel, Commissioner

Absent
Gene Millbrand, Commissioner

ATTEST:


Jana Coen
County Clerk



Prowers County, Colorado
 Administration
 301 South Main Street, Suite 215 Lamar, CO 81052
 (719) 336-8025

Transaction Date/Time	08-27-2025 8:28 am
Transaction Type	Sale
Transaction ID	CC3460284
Customer Name	Jacob Barnes
Payment Type	Credit Card
Card Logo	Visa
Account Number	3814
Billing Zip	81050
Subtotal	\$120.00
Convenience Fee	\$2.63
Total Amount	\$122.63
Order Details	
Item Reference	PERMIT NUMBER 977- UNDERGROUND & UTILI TY PERMIT
1 x \$120.00	\$120.00

THANK YOU FOR YOUR PAYMENT
 Payment Processed by MSB

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-9-2025

Submitter: Administration

Submitted to the County Administration Office on: 8-27-2025

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for acknowledging the issuance of DOLA Option Letter #1 related to County Master Plan Update - EIAF 9541 extending Grant Agreement to September 30, 2026.

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):

EIAF 9541 – Prowers County Master Plan Update

EIAF

CTGG1 NLAA 202300003601

OPTION LETTER #1

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-09541	Option Letter CMS Number 201176
Grantee Prowers County	Previous CMS #(s) 182228	
Project Number and Name EIAF 9541 – Prowers County Master Plan Update	Grant Amount Initial Award: \$200,000.00 Option Letter #1 08/15/2025: \$0.00 Total Grant Amount: \$200,000.00	
DOLA Regional Manager <u>Greg Etl, (970) 380-4065, (greg.etl@state.co.us)</u> DOLA Regional Assistant <u>Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)</u>	Prior Grant Agreement Expiration Date September 30, 2025	Current Grant Agreement Expiration Date September 30, 2026

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

Signed by:
By: Maulid Miskell
590E1B45E7884A4...
Maria De Cambra, Executive Director

Date: 8/26/2025 | 8:35 AM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signed by:
By: Beulah Messick
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 8/26/2025 | 6:02 PM MDT

EIAF 9541 – Prowers County Master Plan Update

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- ☒ a. Option to extend *(use this option for Extension of Time)*
- ☐ b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Prowers County**, the State hereby exercises its option for an additional term beginning **October 1, 2025** and ending on **September 30, 2026**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s).	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with Project Timeline.	Within 120 days after the Effective Date of this Intergovernmental Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	December 29, 2026

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2023	JULY 15, 2023*	Yes	Yes
3 rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4 th (Oct-Dec)	2023	January 30, 2024	Yes	Yes
1 st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. Reserved for use with Option 1(b).

c. Reserved for use with Option 1(c).

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **August 15, 2025**, whichever is later.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-9-2025

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: Verbal poll 8-26-2025

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-26-2025 verbal poll approval of Grant Agreement Amendment #1 to original Grant Agreement No. PCWRP01 in the amount of \$21,000.00 with an end date of June 30, 2026 and authorizing Chairman Ron Cook to execute the document electronically.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: N/A

Additional Approvals (if required):

State of Colorado Grant Agreement Modification

Grant Agreement Amendment #1

State Agency	Current Agreement Expiration Date	
State Board for Community Colleges and Occupational Education, for the use and benefit of the Colorado Community College System	December 31, 2026	
Grantee	Fund Expenditure End Date	
Prowers County	June 30, 2026	
Grantee UEI	Current Agreement Maximum Amount	
Y8C4HSXY95M6	\$21,000	
Original Agreement Number	Initial Term	
PCWRP01	State Fiscal Years 2025 and 2026	\$21,000
Amendment Agreement Number	Total for all State Fiscal Years	\$21,000
PCWRP01 Amd 1		
Agreement Performance Beginning Date		
August 1, 2024		

The Parties hereto have executed this agreement

Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.

Grantee
Prowers County

DocuSigned by:



04E4349F553143A...

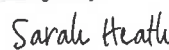
By: Ron Cook, Head County Commissioner

Date: 8/27/2025

STATE OF COLORADO

Jared S. Polis, Governor
Department of Higher Education, State Board
for Community Colleges and Occupational
Education, for the use and benefit of the
Colorado Community College System

Signed by:



1F5B0CB147111743A...

By: Sarah Heath, Ph.D., Vice Chancellor of
Academic and Student Affairs, Colorado
Community College System

Date: 8/27/2025

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:

Kelsey Jones

D63EBBC72165485...

By: Kelsey Jones, System Controller, Colorado Community College System

Amendment Effective Date: 8/28/2025

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

1. Parties

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

2. Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. Purpose

The purpose of this Agreement is to fund an approved program at Prowers County through the Workforce Resilience Program and Colorado Community College System. Prowers County will offer coroners trainings to improve the increased mental health challenges in rural Colorado.

The purpose of this Amendment is to modify the budget. This budget modification is moving all budgeted funds to line 1 “Tuition, fees, and course materials for eligible training and programs” and removing the other line items. The total amount for line 1 is \$21,000.

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

- A.** The original Exhibit B.1., Budget By US Treasury Expenditure Category is hereby deleted. Exhibit B.1. is replaced with:

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

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

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
1	Tuition, fees, and course materials for eligible training programs	2.10 Assistance to Unemployed or Underemployed Workers (e.g., job training, employment supports or incentives)	\$21,000
Total			\$21,000

5. Limits of Effect and Order of Precedence

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/9/25

Submitter: Don Wilson

Submitted to the County Administration Office on: Verbal Poll 8/26/25

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 8-26-2025 verbal poll approval of a Letter of Support sent to Colorado Department of Local Affairs (DOLA) for SECED's and SECRHA's application for the Down Payment Assistance Program through the Affordable Housing Scattered Site Program in the region 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: \$ _____

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 28, 2025

Colorado Department of Local Affairs
Division of Housing
Office of Housing Finance and Sustainability

RE: SECRHA Letter of Support

To Whom It May Concern:

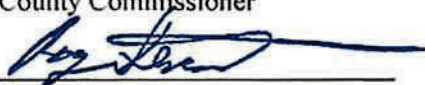
Please accept this letter in support of the Southeast Colorado Enterprise Development, Inc. (SECED) and Southeast Colorado Regional Housing Authority's (SECRHA) application for DOLA's Prop 123 Down Payment Assistance Program to help buyers with down payment funds for the affordable housing Scattered Site Program in the region.

Prowers County supports the vision to assist buyers with homeownership funding. The County has demonstrated its support for affordable housing 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 in building 117 rental and single-family housing units across the six counties. Their important work of affordable housing development utilizing resources provided by State programs, such as Prop 123, is expanding its reach to additional jurisdictions in the region and in 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. 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: 9/9/25

Submitter: Don Wilson

Submitted to the County Administration Office on: Verbal Poll 8/28/25

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 8-28-2025 verbal poll approval of a “Release of Lien” for property located in the Speculator Addition owned by John Sutphin at time of lien and currently owned by S Bar Ranches, Inc and authorizing the use of the Commissioners 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: 8-28-2025

Additional Approvals (if required):

Release of Lien

THE PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS, HEREBY
ACKNOWLEDGE, RELEASE, AND RELINQUISH ANY AND ALL RIGHT TO CLAIM A LIEN AGAINST
PROEPRTY LOCATED IN THE SPECULATOR ADDITION, COUNTY OF PROWERS, STATE OF
COLORADO

1. The Prowers County Board of County Commissioners, Lien Claimant, hereby acknowledge that the lien held against real property owned at the time of lien John Sutphin, currently owned by S Bar Ranches, Inc., a Colorado corporation, known as the Speculator Addition, located in the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty (30), Township Twenty-two (22), Range Forty-six (46), West of the Sixth (6th) Principal Meridian in Prowers County, said tract being a part of Indian Claim No. 26, in the Release, Indemnification, and Sub-Division Improvement Statement dated and recorded December 18, 1981, in Book 540, Page 913 under Reception No. 411910 has been satisfied.
2. Prowers County Board of County Commissioners hereby releases, and relinquishes any and all rights to claim a lien against property located in the Speculator Addition.

Approved this 28th day of August 2025.

THE BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY, COLORADO

Ron Cook

Ron Cook, Chairman

Roger Stagner

Roger Stagner, Commissioner

Ty Harmcn

Ty Harmcn, Commissioner

ATTEST:

BY

Jana Coen
JANA COEN, COUNTY CLERK

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/10/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 8/29/25

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 Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2026 and ending December 31, 2026 with Prowers County Department of Human Services and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU's”.

Justification or Background:

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

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

Approved by the County Attorney on: 9-3-2025

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING
Between
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
and
PROWERS COUNTY HOTLINE COUNTY CONNECTION CENTER

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County Hotline County Connection Center, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Prowers County Department of Human Services, Colorado ("Prowers County") a body corporate and politic by and through its Board of County Commissioners. Prowers County Hotline County Connection Center and Prowers County Department of Human Services shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County Hotline County Connection Center and Prowers County Department of Human Services, with confirmation by the State of Colorado ("State"), for Prowers County Hotline County Connection Center to manage and administer calls to the hotline regarding persons that reside in Prowers County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Prowers County Department of Human Services ("Call Coverage Services"). Prowers County Hotline County Connection Center will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Prowers County Department of Human Services will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Prowers County Department of Human Services can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.

- a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Prowers County Department of Human Services is allocated four free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County Hotline County Connection Center has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Prowers County Department of Human Services, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Prowers County Department of Human Services will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County Hotline County Connection Center will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Prowers County Department of Human Services may request. Prowers County Department of Human Services will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Prowers County Department of Human Services per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	266
C/W Inquiries 70 Divided by 10	7
Total Estimated Reports	273
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	225
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 7,200.00
Estimated number of APS reports Jan 2026 – Dec 2026	66
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 2,112.00
Total Investment for Call Coverage services	\$ 9,312.00

6. Prowers County Department of Human Services will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES AND PROWERS COUNTY HCCC:

1. Both Prowers County Hotline County Connection Center and Prowers County Department of Human Services acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Prowers County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Prowers County Department of Human Services on a full-time basis. Full-time is defined as 7 days per week, 24

hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Prowers County Department of Human Services. Prowers County Department of Human Services will be responsible to complete a review of all information in the Trails Hotline Application (“THA”) and Trails to ensure appropriate disposition.

2. All next step decisions regarding Hotline call records will be left to the discretion of Prowers County Department of Human Services. Prowers County Department of Human Services will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Prowers County’s Trails Inbox. HCCC will notify Prowers County Department of Human Services of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Prowers County Department of Human Services to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Prowers County Department of Human Services.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Prowers County Department of Human Services while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Prowers County’s Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Prowers County Department of Human Services to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Prowers County main Department of Human Services number. Prowers County Department of Human Services can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Prowers County Department of Human Services, HCCC will transfer the call to a Prowers County on-call designee. If the Prowers County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, (“CAPS”) and in the THA. Once complete, the record will be transferred to the County’s Pending Incoming Hotline Queue. Prowers County Department of Human Services will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Prowers County Department of Human Services that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

1. Prowers County Department of Human Services will provide an updated list of on-call Prowers County employees’ name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Prowers County Department of Human Services’ responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Prowers County Department of Human Services will notify the HCCC of any special circumstances where Prowers County Department of Human Services staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.)

Prowers County Department of Human Services should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Prowers County Department of Human Services.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Prowers County Department of Human Services shall immediately notify Prowers County Hotline County Connection Center should funding under this MOU fail to be appropriated in such instance, Prowers County Hotline County Connection Center may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-9-2025

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: Email Poll 8-29-25

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 9-2-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$165,045.06 with a certification date of September 2, 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: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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: \$165,045.06
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 2, 2025**

	A/P	#	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	92,952.80	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-	-	-
BOOKING FEES ACCOUNT	\$	-	-	-
PUBLIC HEALTH AGENCY	\$	10,183.63	-	-
ROAD & BRIDGE FUND	\$	18,455.38	-	-
SALES & USE TAX FUND	\$	-	-	-
CONSERVATION TRUST FUND	\$	-	-	-
CAPITAL FUND	\$	-	-	-
OTHER AGENCIES FUND	\$	-	-	-
LODGING TAX FUND	\$	31,000.00	-	-
CRMC FUND	\$	6,021.61	-	-
OPC FUND	\$	6,431.64	-	-
Totals	\$	165,045.06	\$	\$

DATE: September 2, 2025

DATE: September 2, 2025

DATE: September 2, 2025

DATE: September 2, 2025

Don Cook
BOCC CHAIRMAN

[Signature]
COMMISSIONER

[Signature]
COMMISSIONER

Jana Cook
CLERK TO THE BOARD

Total Paid Approve To Pay	\$	165,045.06
AP + Fringes	\$	165,045.06
Total Pd Certification - Payroll	\$	165,045.06
Total Payroll + Fringes	\$	-

Ending Check No. 76211
 Beginning Check No. 76167
 1
 Total Number of Checks: 45

STATE OF COLORADO }
 } SS:
 COUNTY OF PROWERS }

Abbie Campbell
 Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

September 2, 2025

76167-76211

	\$	92,952.80	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 92,952.80

ARPA -

0018

Total	\$	-	

ROAD & BRIDGE FUND - 02

0020

	\$	18,455.38	
Payroll	\$	-	
Fringes	\$	-	Total \$ 18,455.38

FSA (Cafeteria) 552

0552

	\$	-	
2024	\$	-	Total \$ -

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

	\$	-	
2024	\$	-	Total \$ -

LODGING TAX - 09

0014

	\$	31,000.00	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 31,000.00

PUBLIC HEALTH AGENCY - 11

0676

	\$	10,183.63	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 10,183.63

CRMC

0016

	\$	6,021.61	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 6,021.61

JPC

0017

	\$	6,431.64	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 6,431.64

Paula Gonzales, Finance Director

GRAND TOTAL \$ 165,045.06



Prowers County, CO

Check Register

Packet: APPKT00139 - 1.01.09.2025 9/2/2025

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						
ABBA	ABBA Eye Care	09/02/2025	Regular	0.00	456.00	76167
ATS1	Ace Tire Service LLC	09/02/2025	Regular	0.00	1,723.61	76168
ADAMS&SONS	Adams & Sons Inc.	09/02/2025	Regular	0.00	219.34	76169
AMAZON	Amazon Capital Services	09/02/2025	Regular	0.00	163.78	76170
AVA1	Ark Valley Auto Service	09/02/2025	Regular	0.00	1,303.35	76171
ARKVALL	Arkansas Valley Accumed	09/02/2025	Regular	0.00	3,356.34	76172
ATM1	Atmos Energy	09/02/2025	Regular	0.00	171.07	76173
ACS2	AUTO-CHLOR SYSTEMS	09/02/2025	Regular	0.00	297.37	76174
ACS1	Avenu Insights & Analytics	09/02/2025	Regular	0.00	3,441.36	76175
VEN01044	BEERS AND BRATS FOR BOOBIES	09/02/2025	Regular	0.00	1,000.00	76176
CDPHE RF	CDPHE - Vitals	09/02/2025	Regular	0.00	497.00	76177
VEN00972	CDPHE (COLORADO DEPT OF PUBLIC	09/02/2025	Regular	0.00	215.00	76178
SALAZ	Celia M. Salazar	09/02/2025	Regular	0.00	399.00	76179
CINTASCORP	CINTAS CORPORATION NO. 2	09/02/2025	Regular	0.00	456.80	76180
VISTA	DESTINATIONIQ	09/02/2025	Regular	0.00	30,000.00	76181
DAF1	District Attorney	09/02/2025	Regular	0.00	32,734.67	76182
E3CONSULTING	E3 Consulting Services, LLC	09/02/2025	Regular	0.00	345.00	76183
EPC3	El Paso County	09/02/2025	Regular	0.00	6,400.00	76184
GLS1	GALLS	09/02/2025	Regular	0.00	23.83	76185
GOB1	Gobin's	09/02/2025	Regular	0.00	363.72	76186
GOBINS	Gobin's Inc.	09/02/2025	Regular	0.00	295.66	76187
GTA1	Great America Financial Services	09/02/2025	Regular	0.00	148.85	76188
THEHOME	HD Supply formerly HD Pro	09/02/2025	Regular	0.00	2,111.10	76189
HST1	Home Store LLC	09/02/2025	Regular	0.00	21.99	76190
JSC1	J & S Contractors Supply	09/02/2025	Regular	0.00	12,684.40	76191
FPL5	John Deere Financial	09/02/2025	Regular	0.00	149.91	76192
FPL1	John Deere Financial	09/02/2025	Regular	0.00	456.85	76193
JRAUDIO	JR Audio	09/02/2025	Regular	0.00	9,032.00	76194
VEN01050	KALMA CONSTRUCTION LLC	09/02/2025	Regular	0.00	28,954.88	76195
KVA1	KVAY	09/02/2025	Regular	0.00	2,100.00	76196
LBM1	Lamar BMS	09/02/2025	Regular	0.00	578.75	76197
PGC2	MOSS ENTERPRISES, INC- PETERBILT	09/02/2025	Regular	0.00	359.67	76198
PZ11	Pfizer, Inc	09/02/2025	Regular	0.00	2,583.89	76199
PRC1	Prowers County	09/02/2025	Regular	0.00	11,732.46	76200
RIM1	Riders' Metal LLP	09/02/2025	Regular	0.00	4,271.48	76201
STAGNERR	Roger Stagner	09/02/2025	Regular	0.00	195.00	76202
CKN1	Ron Cook	09/02/2025	Regular	0.00	195.00	76203
SAP1	Sanofi Pasteur Inc	09/02/2025	Regular	0.00	3,814.11	76204
SHC1	Share Corporation	09/02/2025	Regular	0.00	469.20	76205
SMALL	Small Town Graphix	09/02/2025	Regular	0.00	300.00	76206
DUNAG	Thomas Dunagan	09/02/2025	Regular	0.00	100.00	76207
VEN00958	TY HARMON	09/02/2025	Regular	0.00	195.00	76208
VIA1	Viaero Wireless	09/02/2025	Regular	0.00	161.32	76209
WAX1	Waxie Sanitary Supply	09/02/2025	Regular	0.00	48.67	76210

Check Register

Packet: APPKT00139-1.01.09.2025 9/2/2025

Vendor Number
WRE1

Vendor Name
WEX BANK

Payment Date
09/02/2025

Payment Type
Regular

Discount Amount
0.00

Payment Amount
517.63

Number
76211

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	45	0.00	165,045.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	82	45	0.00	165,045.06

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2025	165,045.06
			<u>165,045.06</u>

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-9-2025

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: Email Poll 9-2-25

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 9-2-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$50,339.07 with a certification date of September 2, 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: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

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: \$50,339.07
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 2, 2025**

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 50,339.07	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	-	-
ROAD & BRIDGE FUND	\$ -	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ -	-	-
OPC FUND	\$ -	-	-

	Totals	\$ 50,339.07	\$ -	\$ -
--	--------	--------------	------	------

DATE: September 2, 2025

DATE: September 2, 2025

DATE: September 2, 2025

DATE: September 2, 2025


 BOCC CHAIRMAN

 COMMISSIONER

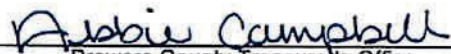
 COMMISSIONER

 CLERK TO THE BOARD

Total Paid Approve To Pay	\$ 50,339.07
AP + Fringes	\$ 50,339.07
Total Pd Certification - Payroll	\$ 50,339.07
Total Payroll + Fringes	\$ -

Ending Check No. 76212
 Beginning Check No. 76212
 Total Number of Checks: 1

STATE OF COLORADO }
 } SS:
 COUNTY OF PROWERS }


 Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

September 2, 2025

76212

\$	50,339.07
Payroll	\$ -
Total Fringes	\$ -

Total \$ 50,339.07

ARPA -

0018

Total \$ -

ROAD & BRIDGE FUND - 02

0020

\$	-
Payroll	\$ -
Fringes	\$ -

Total \$ -

FSA (Cafeteria) 552

0552

\$	-
2024	\$ -

Total \$ -

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

\$	-
2024	\$ -

Total \$ -

LODGING TAX - 09

0014

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

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

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

Total \$ -

CRMC

0016

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

Total \$ -

JPC

0017

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

Total \$ -



Paula Gonzales, Finance Director

GRAND TOTAL \$ 50,339.07



Prowers County, CO

Check Register

Packet: APPKT00140 - Frontier Bank Transfer

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						
FNB1	Frontier Bank	09/02/2025	Regular	0.00	50,339.07	76212

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	50,339.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	50,339.07

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2025	50,339.07
			50,339.07

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-9-2025

Submitter: Administration Office

Submitted to the County Administration Office on: Verbal Poll 8-26-2025

Return Originals to: Administration Office & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 8-26-2025 verbal poll approval for amending Fairgrounds Facility Rental Agreement and waiver of fees that was previously approved by the Board of County Commissioners on March 18, 2025 for Southeast Colorado Can Chasers to add additional events scheduled for September 18 & 19, 2025.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

Today's Date: <u>3/1/2025</u> Name of Organization: <u>Southeast Colorado Can Chasers</u> Name & Address of Authorized Agent: <u>Tori Hawks and LeeAnn Ridley</u> <u>35100 Cnty Rd SS</u> <u>Wiley, CO 81092</u> Phone: <u>719.688.9024</u> Sales Tax ID: _____	Date(s) of Events: <u>See attachment</u> Set Up Time: <u>12:00/4:00</u> am pm Event Starts: <u>1:30/4:30</u> am pm Finish Time: <u>6:00/10:00</u> am pm <u> x </u> Arena <u>9/28/25 only</u> Home Ec Vaqueros <u> </u> Centennial <u> </u> Pavilion
Type of Event: <u>Barrel Racing</u> toristates@yahoo.com	

5/4/25
5/27/25
6/10/25
6/24/25
9/28/25

Add-on Dates
9/18, 9/19/25

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$ 2,250.00 or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this Agreement.

Tori Hawks 3-10-25
Authorized Agent Date

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

Rental Approved:

<u><i>Logan Williams</i></u> Maintenance & Facilities Director	<u>3-11-25</u> Date
<u><i>Ron Cook</i></u> Chairman Prowers County Board of Commissioners	<u>3-18-25</u> Date

For County Use Only:

Date Booking Fee Paid (\$25.00) 3/10/2025 Damage/Cleaning Deposit: _____
 Date Rental Fee Paid: _____ Date Paid: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.
 Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.
 Liability Insurance received: Yes ___ No ___ Date: _____

08/19/2025

SE COLORADO CAN CHASERS REQUESTING TO ADD 2 ADDITIONAL DATES TO THEIR ALREADY APPROVED PC FAIRGROUNDS RENTAL AGREEMENT FROM 03/11/2025.

THE ADDITIONAL DATES WILL BE SEPTEMBER 18, 19, 2025 FROM 6AM TO 6PM, THEY WILL USE THE ARENA UNLESS IT RAINS THAT DATE AND THEY ARE REQUESTING TO USE THE PAVILION SHOULD RAIN OCCUR.

ORIGINAL APPLICATION ^{signed} APPROVED ON 03/18/2025 BY COMMISSIONER COOK

TORI HAWKS

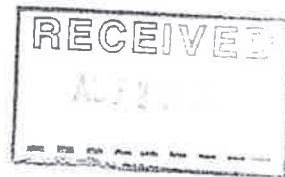
35100 CR SS

WILEY, CO 81092

719-688-9024

EMAIL: TORIHAWKS@OUTLOOK.COM OR TORISTATES@YAHOO.COM

Good



SECCC BARREL RACE

**MARCH 23, 2025,
DOUBLE HEADER**

BBR PENDING

WHERE:

**Rocky Ford, Indoor
Arena**

80% Payback

**Exhibitions start @ 1:30 with peewees to follow at 3 pm with
Peewees, followed by combined youth and open draw.**

ALL AGES EVENT- FEES

Peewees- \$10.00

Youth- \$30.00

Open-\$40.00

Exhibitions - \$5.00

Office Fee per rider-\$5.00

SUNDAY RACES

**April 6th- Rocky Ford
Indoor- DOUBLE HEADER**

May 4th- Lamar

May 18th- Las Animas

**July 27th - Bent County
Fair**

August 17th - Las Animas

Sept 28th - Lamar-

BANQUET AND AWARDS

WEEKDAY RACES

May 27th - Lamar

June 3rd- Las Animas

June 10th- Lamar

June 17th - Las Animas

June 24th - Lamar

July 1st - Las Animas

July 17th - Cheyenne

Wells Fair Race

July 22nd - Lamar

**July 29th - Baca County
Fair Race**

**August 6th - Sand and
Sage Fair Race**

**Sept 10th - Kiowa
County Fair**

Sept 23rd - Holly Fair

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL RESERVATION AGREEMENT

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

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

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

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

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

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

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

Date: 3/1/2025

Organization: SECCC

Authorizing Agent Printed name: Tori Hawks

Authorizing Agent Signature: Tori Hawks

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Shane Hawks, Darren Ridley, Denton Wilbanks

PROWERS COUNTY FAIRGROUNDS FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent Daily	\$150	\$300	\$970		
Pavilion Rent Daily	\$150	\$300	\$970		
Home Economics' Bldg. Rent Daily	\$250	\$250	\$500		
Vaqueros Bldg. Rent Daily	\$225	\$225	\$425		
Use of Parking Lots Arena Lot /Grounds Daily			\$210		
Overnight Boarding (Arena Pens) Daily	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee Daily	\$20	\$20	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only Daily	\$30	\$30	\$50		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY Daily	\$10	\$10	\$20		
Elmer's Garden Daily	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		

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

TOTAL (DUE 10 DAYS PRIOR TO USE)	\$	\$	\$		\$
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1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. The Commissioners reserve the right to request verification of not-for-profit status.
3. A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Commissioners reserve the right to determine if an event is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.
5. RV or Camper Parking is only allowed for a total of three (3) days per thirty (30)-day time period, unless in conjunction with a Registered Event.
 - a. RV or Camper Parking in conjunction with a Registered Event must follow the policies set forth in 8a. below.
 - b. For RV or Camper Parking NOT in conjunction with a Registered Event:
 - i. Electrical and water hook-up fees are to be paid and collected at the Prowers County Administration Office at 301 S Main Street, Suite 215, Lamar, CO 81052 or by calling (719) 336-8025 during normal business hours OR at the Fairgrounds Drop Box.
 - ii. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - iii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure.
 - v. The individual or organization on record at the Prowers County Administration Office will be responsible to pay for any damage incurred due to unauthorized electrical or water connections.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than four (4) days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
 - a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that if covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
 - a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
 - i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iii. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (719-336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
 - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
 - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. No horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. No R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. No horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.

4. All dry camping and horse penning shall be located in the southwest dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.
5. All R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. All horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V. ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20-amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well-maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The electrical pedestal located north of the Crow's Nest is intended for auxiliary use only and is not available for campers.
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

VAQUEROS BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
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 - Wipe off all counter tops.
 - Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
 - Clean and dry the sinks and faucets.
 - Clean up all spills on floors and counter tops.
 - Sweep and mop floors.
 - Leftover food will be disposed of, be sure to take leftovers with you.

**PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of SECCC, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We are a nonprofit organization that brings a number of competitors to Lamar throughout Spring & Fall to compete in Rodeo & Roping. Over the past 7 years our Director, UNCLE TARI HALL has been Rodeo Rally host given greatly with a large crowd. So I plan a race on our open area. These sponsors (and I am sure) Oklahoma, Texas and Northern Western Nevada. Many of these folks do more than just run in rodeo. They will see team at restaurants, grocery stores, gas stations, banks & other businesses helping our local economy. This is a great inexpensive activity that families can take part in. Love my Lamar, Holly Springfield, La Animas. (All good with & love Rodeo!) See attached calendar
Thru

Date(s) of Event

3/10
Authorized Agent

3-9-25
Date

Fees Included in Waiver Request

☒ Booking Fee	\$ 25.00 ^{3/10/2025}	☒ Arena Rent	\$ 150.00 X 6 = 900.00
☐ Pavilion Rent	\$	☒ Home Ec Bldg Rent	\$ 250.00 X 1 = 250.00
☐ Vaqueros Bldg Rent	\$	☐ Parking Lots	\$
☐ Arena Pens	\$	☐ Pavilion Boarding	\$
☐ RV Parking	\$	☐ Dry Camping	\$
		☒ Deposit \$1000.00	

Request is approved with the following conditions:

Lon Cook
Chairman
Prowers County Board of Commissioners

Date: 3-18-2025

Request is denied for the following reason:

Date: _____

Chairman
Prowers County Board of Commissioners



Prowers County, Colorado
Administration
301 South Main Street, Suite 215 Lamar, CO 81052
(719) 336-8025

Transaction Date	03-10-2025
Transaction ID	CC2491720
Item Reference	SECCC- APPLICATION FOR 2025 FG ARENA & HOME EC BLD
Customer Name	TORI HAWKS
Payment Type	Credit Card
Account Number	5080
Billing Zip	81092
Subtotal	\$25.00
Convenience Fee	\$0.45
Total Amount	\$25.45

Order Details	SECCC- APPLICATION FOR 2025 FG ARENA & H
Item Reference	OME EC BLD
1 x \$25.00	\$25.00

THANK YOU FOR YOUR PAYMENT
Payment Processed by MSB



Outlook

Fw: PC FAIRGROUNDS FACILITY RENTAL AGREEMENT

From Melissa Ruddick <mruddick@prowerscounty.net>

Date Wed 19-Mar-25 16:59

To Tori Hawks <torihawks@outlook.com>

 1 attachment (536 KB)

SCCC- APPROVED AND FEES WAIVED FOR RENTAL OF ARENA & HOME EC BUILDING PC FAIRGROUNDS FACILITY RENTAL AGREEMENT.pdf;

SORRY I HIT SEND BEFORE I ADDED THE ATTACHMENT.

Melissa Ruddick

Accounts Payable Clerk/Administrative Assistant

Prowers County Administration Office

301 S Main Street, Suite 215

Lamar, CO 81052

P: 719-336-8025 F: 719-336-2255

Email: mruddick@prowersco.gov



From: Melissa Ruddick <mruddick@prowerscounty.net>

Sent: Wednesday, March 19, 2025 16:56

To: Tori Hawks <torihawks@outlook.com>

Subject: PC FAIRGROUNDS FACILITY RENTAL AGREEMENT

Melissa Ruddick

Accounts Payable Clerk/Administrative Assistant

Prowers County Administration Office

301 S Main Street, Suite 215

Lamar, CO 81052

P: 719-336-8025 F: 719-336-2255

Email: mrduddick@prowersco.gov



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 8/12/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 8/5/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Colorado Local Government Opioid Participation Form to participate in settlement agreement for the New National Opioids Secondary Manufacturers Settlements and Settlement with Purdue and Sacklers by the Colorado Attorney General and authorizing Chairman Ron Cook to execute the document electronically.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

**New National Opioids Settlement: Secondary Manufacturers – Action
Needed by October 8, 2025**

Opioids Implementation Administrator

opioidsparticipation@rubris.com

Prowers County, CO

Reference Number: CL-1761461

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL
SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS
SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN
ORDER TO PARTICIPATE.**

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because all eligible States and Territories, including Colorado, are participating in the Secondary Manufacturers Settlements.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to these settlements so that Colorado can maximize its share of these settlement funds.

All opioid settlement funds that are received as a result of these Secondary Manufacturer settlements will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation form does not change your decision to "opt-out" and direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may impact and reduce the amount of money for programs to remediate the opioid crisis in Colorado.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, the Colorado Attorney General's Office, and other contacts within Colorado.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within Colorado state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Combined Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Combined Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE SECONDARY MAUFACTURERS SETTLEMENTS BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SECONDARY MANUFACTURERS SETTLEMENTS.

The sign-on period for subdivisions to participate in the Secondary Manufacturers Settlements ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form* for the Secondary Manufacturers Settlements please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Prowers County	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Prowers County, CO
Reference Number: CL-1731658

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL
POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL
OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE
ACTION IN ORDER TO PARTICIPATE.**

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

The proposed Direct Purdue Settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K**Subdivision Participation and Release Form**

Governmental Entity: Prowers County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/9/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/3/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of a Letter sent to Governor, Jared Polis, State Senate President, James Coleman, and State Speaker of the House, Julie McCluskie addressing concerns with the burden of unfunded mandates.

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

September 9, 2025

The Honorable Jared Polis
Office of the Governor
State Capitol Bldg.
200 E. Colfax Ave., Rm. 136,
Denver, CO 80203

The Honorable James Coleman
Colorado Senate President
State Capitol Bldg.
200 E. Colfax Ave., Rm. 346,
Denver, CO 80203

The Honorable Julie McCluskie
Colorado Speaker of the House
State Capitol Bldg.
200 E. Colfax Ave., Rm. 307,
Denver, CO 80203

Re: Unfunded State Mandates

Dear Governor Polis, President Coleman, and Speaker McCluskie,

The Prowers County Boards of County Commissioners write in concern of the continued and increasing number of unfunded mandates imposed by the State on our counties. Our concerns are shared by many other counties that have or will be reaching out to you. These unfunded mandates, issued without the financial support needed, place an unsustainable burden on local governments and the citizens we serve, undermining both fiscal responsibility and the principle of local control.

Over the past several months, we have listened to non-stop harping by State Leadership about their strong opposition to H.R. 1 at the federal level, citing concerns about federal overreach, unfunded mandates, and infringement on state sovereignty. Yet year after year the State of Colorado continues to impose this same kind of overreach, unfunded mandates and disregard for sovereignty on its own county governments.

As you know, mandates of any kind from any level are costly, requiring the dedication of staff-time, upgraded organizational infrastructure, and the implementation of new procedures. Colorado counties take fiscal responsibilities seriously and would like to see the State do the same. We respectfully urge the General Assembly to reconsider the volume and scope of unfunded mandates and we urge Governor Polis to veto unfunded mandates. We ask for an open dialogue on solutions, including funding mechanisms or revisions to the statutory frameworks requiring compliance.

Colorado Revised Statutes§ 29-1-304.5 plainly states that when the State increases the level of service required by law, it must also provide adequate funding. **If it does not, such mandates are not binding-they are optional.**

We are instructing our respective staff to begin treating unfunded mandates, as optional pursuant to state statute. It is our sincere hope that this does not lead to unnecessary litigation, however, our County Attorney is prepared to defend our position. This is not a symbolic gesture. It is a deliberate and lawful step engrained in the statute. We remain committed to collaboration and problem-solving. However, we also recognize that the tension between state directive and local autonomy may, at times, require clarity from the courts. If that clarification becomes necessary, we are prepared to stand behind our interpretation and execution of the law.

Counties continue to be indispensable partners in delivering essential services across Colorado. We invite you to join us in a candid conversation about the true cost of these mandates-and the path forward. Our offices stand ready to coordinate a meeting at your convenience. Please feel free to contact our 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: 9-9-2025

Submitter: Administration

Submitted to the County Administration Office on: 9-4-2025

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for cancellation of the September 16, 2025 BOCC Meeting.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

Additional Approvals (if required):

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9-9-20205

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: 9-3-2025

Return Originals to: Staffon Warn & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of accepting the Colorado Division of Homeland Security & Emergency Management (DHSEM) 2025 Emergency Management Performance Grant Program (EMPG) and award in the amount of \$65,148.00, funding source \$32,574 of Federal and \$32,574.00 of Local until September 30, 2025.

Justification or Background:

Ratification of approval for action item 2025 EMPG Application was previously approved by the BOCC on 8-12-2025.

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):



STATE OF COLORADO
Department of Public Safety

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	POGG1,RFAA,202600002324	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	9/2/25	BILL TO				
Description:	Prowers County 23EM-25-48 - New	DIVISION OF HOMELAND SECURITY 9195 E MINERAL AVE. SUITE 200 CENTENNIAL, CO 80112				
Effective Date:	01/01/25	SHIP TO				
Expiration Date:	12/30/25	DIVISION OF HOMELAND SECURITY 9195 E MINERAL AVE. SUITE 200 CENTENNIAL, CO 80112				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:		Delivery/Install Date:				
Email:		FOB:				
VENDOR						
PROWERS COUNTY County Administration 301 S Main St STE 215 LAMAR, CO 81052-2868						
Contact:	Staffon Warn, Director					
Phone:						
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
08/29/25 Powers County 23EM-25-48 - New						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	\$32,574.00	☐
Description: Grant Commodity - Federal						
Service From: 01/01/25			Service To: 09/30/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$32,574.00						



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Weld, CO 81631

Staffon Warn

Director

Prowers County

2506 South Main Street

Lamar, CO 81052

June 20, 2025

Grant Award 23EM-25-48

Dear Staffon Warn,

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the 2025 Emergency Management Performance Grant Program (EMPG) is approved and awarded in the amount of \$65,148.00 (funding sources: \$32,574.00 of Federal, and \$32,574.00 of Local).

Please take note of the following requirements. All supporting documentation will accompany Requests for Reimbursement (RFRs) for EMPG awards as outlined in the attached Statement of Work (SOW) §§5.2.1 and 5.2.2, and as described on page 5 in the 2025 EMPG Guidance document. Delays to reimbursements as a result of missing documentation will occur until documentation requirements are satisfied.

1) EMPG funded staff

- a) For 100% EMPG funded staff, a signed job description on file or for partially EMPG funded staff, a certified time card with proof of payment
- b) Print out from the accounting system (i.e. General Ledger) or payroll system



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Office of Grants Management

8000 South Chester Street, Suite 575

Weld, CO 81631

2) All other costs, backup documents will be required with proof of payment

a) Invoice

b) Print out from the accounting system (i.e. General Ledger)

The requirements of part one (1) above are found in the Federal Regulations under Title 2 Code of Federal Regulations (CFR) Part [200.430 Compensation-Personal Services](#).

Project funding award is based on the project description provided in the application and is outlined in the following table:

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
EMPG Activities	\$ 32,574.00	\$ 32,574.00	\$ 65,148.00
Total Grant Award	\$ 32,574.00	\$ 32,574.00	\$ 65,148.00

DHSEM will issue your grant award as a Small Dollar Grant Award (SDGA). The issuance of the SDGA functions like a 'purchase order' for RFRs in the State financial system and does not require original signatures on a formal agreement from your approving authorities.

Included with this Award Letter is the completed SDGA, SOW, and terms and conditions of your grant award. If your organization has updated or changed W-9 or banking information, new forms are required to update our financial system.

The period of performance for the 2025 EMPG SDGA is from **January 1, 2025** to **September 30, 2025**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance as outlined in the SOW.



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Office of Grants Management

8000 South Chester Street, Suite 575

Weld, CO 81631

For questions regarding your SDGA or the 2025 EMPG, please contact your assigned Field Manager or Field Operations Specialists at cdps_dhsem_empg-admin@state.co.us. Congratulations on your award and thank you for your interest in this grant award program.

Sincerely,

Kevin F. Kurelich

Interim Field Operations Manager

Colorado Department of Public Safety

Division of Homeland Security and Emergency Management

CC: File



COLORADO

Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

Small Dollar Grant Award (SDGA)

Statement of Work

State Agency

Department of Public Safety, Division of
Homeland Security and Emergency Management

Grantee

Board of County Commissioners of Prowers
County

Grantee UEI

Y8C4HSXY95M6

Agreement Number

23EM-25-48

Agreement Performance Beginning Date

January 1, 2025

Current Agreement Expiration Date

September 30, 2025

Current Agreement Maximum Amount

\$32,574.00

Current Agreement Match Amount

\$32,574.00

1. Federal Award Information**Federal Award ID (FAIN)#**

EMD-2023-EP-00004

Assistance Listing (CFDA)

97.042

Federal Award Date

August 22, 2023

Emergency Management Performance Grants (EMPG)

Federal Awarding Agency

DHS / FEMA

Identification if the Award is for R&D:

No

2. Grant Authority

- A. Federal Authority to enter into this Grant exists in the Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. §762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§4001 et seq.);
- B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. General Description of the Project(s).

- 3.1. Project Description.** Work Plan – Grantee will carry-out and work diligently to complete the tasks in their approved annual work plan. These tasks are listed by

Statement of Work (cont.)

Emergency Management Function in the work plan document and are part of the annual Emergency Management Performance Grant/Local Emergency Management Support (EMPG/LEMS) Program Application along with the Staffing Pattern/Personnel, Program Budget and other required forms. Subrecipient will execute and complete the projects specified and outlined in their approved 2025 application.

3.2. Project Period of Performance. This 2025 Emergency Management Performance Grant (EMPG) Small Dollar Grant Award (SDGA) is funded with 2023 EMPG funds for the period of performance from January 1, 2025 to September 30, 2025 exclusively for the reimbursement of eligible project expenditures during the performance period only. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance.

3.3. Project Expenses. Eligible project expenses for the EMPG award for reimbursement are allowable by Federal authority beginning on the Agreement Performance Beginning Date and ending on the Current Agreement Expiration Date outlined in this Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table in §9 of this SOW.

Project expenses include the costs for salaries and benefits for Grantee's emergency manager and emergency management staff, travel, emergency management office operating costs, and the costs associated with emergency management exercises, training, and planning activities. Eligible project expenses are reimbursed upon submission and approval of the quarterly request for reimbursement form and supporting documentation in the EMGrants Pro system. No more than 5% of this Grant may be used for Management and Administration (M&A) costs.

Note: This 2025 EMPG SDGA is funded with 2023 EMPG funds. Salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. Additional specific eligible and ineligible cost information is listed in the [FY 2023 EMPG Notice of Funding Opportunity](#).

3.4. Non-Federal Match: This non-federal match section does apply to this Grant. If applicable the match may include in-kind match. This Grant requires a non-federal match contribution of **50%** of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request.

Statement of Work (cont.)

4. Principal Representatives

For the State:

Kevin F. Kurelich, Interim Field Operations Manager
Department of Public Safety, Division of Homeland
Security & Emergency Management
9195 East Mineral Avenue, Suite 200
Centennial, CO 81631
Kevin.Kurelich@state.co.us

For Grantee:

Staffon Warn, Director
Prowers County
2506 South Main Street
Lamar, CO 81052
Staffon.Warn@prowerscounty.net

5. Administrative Requirements:

5.1. The Grantee must request approval in advance for any change to this Grant Award, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

5.2. Required Documentation: Grantees shall retain all procurement, payment, and award documentation on site for inspection for three years after the Federal Award is closed by the DHSEM. The DHSEM anticipates the minimum retention date for the EMPG program of December 30, 2028, or thereafter, and is subject to change. Compliance with the Office of Management and Budget (OMB) regulations, Title 2 Code of Federal Regulations (2 CFR), Subpart D, Part 200.334 Retention requirements for records, is required under this subaward.

Retained records include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, time and effort reports, grant award documents, letters from DHSEM, and requests for reimbursement (RFR) forms.

Sufficient detail shall be provided with RFRs to demonstrate that expenses are allowable and appropriate as detailed in the following sections.

5.2.1 Detailed backup documentation for salaries and benefits. In accordance with the OMB regulations, 2 CFR Part 200.430 "Compensation—personal services" the signed job descriptions for 100% EMPG funded staff or certified time cards for partially EMPG funded personnel, with proof of payment, must accompany RFRs under this award. For further reference, please visit the OMB Guidance link above.

5.2.2 Supporting documentation for all expenses requested for reimbursement.

Grantee shall ensure all proper supporting documentation is provided to validate

Statement of Work (cont.)

expenses requested for reimbursement. Delays to reimbursements, as a result of missing documentation, will occur until documentation requirements are satisfied. The DHSEM reserves the right to request additional documentation and information as needed and necessary for processing requests. Supporting documentation should include, but is not limited to:

5.2.2.1. Invoices, receipts, approved travel reimbursement forms, or forms showing prior approval obtained for specified expenses, attendance forms, after action reports/process improvement plans, etc., and

5.2.2.2. Proof of payment for all expenses requested for reimbursement, such as credit card statements; general ledgers which show payee name, date paid, check numbers (if applicable), transaction number, and amount; cancelled check copies; bank statements; printed receipts showing payment method used; etc. All proof of payment documents containing sensitive information should be redacted if not applicable to the expenses being supported. The DHSEM maintains sensitive documents on secured servers to protect information.

5.2.3 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$10,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

5.2.4 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal

Statement of Work (cont.)

funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

5.4. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

5.4.1 Any sole source transaction shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://www.sam.gov).

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"This project was supported by grant #23EM-25-48, issued by the Colorado Division of Homeland Security and Emergency Management."

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the DHSEM.

Statement of Work (cont.)

5.5. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services: Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ [200.216](#), [200.327](#), [200.471](#), and [Appendix II to 2 C.F.R. Part 200](#). Beginning August 13, 2020, the statute—as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors—prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reason.

5.6. Additional Administrative Requirements:

5.6.1 All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).

5.6.2 Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.6.3 Environmental Planning and Historic Preservation (EHP) Review:

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process.

This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program

Statement of Work (cont.)

regulations; and, any other applicable laws and Executive Orders. Click this [link](#) to access the FEMA EHP screening form and instructions.

In order to initiate EHP review of the project(s) requires completion of all relevant sections of the [EHP form](#) and submit it to DHSEM, along with all other pertinent project information. The EHP review process must be completed and approved by DHS/FEMA before funds are released to carry out the proposed project; otherwise, DHS/FEMA and DHSEM may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, Grantee will monitor ground disturbance, and if any potential archeological resources are discovered, Grantee will immediately cease work in that area and notify DHSEM, which will immediately notify DHS/FEMA for further action.

5.6.3.1. Expenses related to capital projects, construction, renovation or any modifications to existing buildings, structures, facilities, or ground disturbance activities that require compliance with the FEMA Environmental Planning and Historic Preservation (EHP) are ineligible under this SDGA or award.

5.6.4 All applicant agencies that own resources that could deploy must be on a [Colorado Resource Rate Form in WebEOC](#).

5.6.5 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the DHSEM within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

5.6.6 Any funds used to support emergency communications activities should comply with the [FY SAFECOM Guidance on Emergency Communication Grants](#).

6. Reporting Requirements:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Statement of Work (cont.)

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 10 th
April, May, June	due July 10 th
July, August, September	due October 10 th
October, November, December	due January 10 th

- 6.2.** Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. Payment:

- 7.1. Payment Schedule:** Grantee shall submit RFRs using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the RFR is due as outlined in the schedule table below.

Report Period	Due Date
January, February, March	due April 30 th
April, May, June	due July 31 st
July, August, September	due October 31 st
October, November, December	due January 31 st

Statement of Work (cont.)

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 and §5.2 of this SOW. If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted. Additionally, the DHSEM may issue a notice of delinquency to the Grantee for any overdue progress reports and/or RFRs.

7.2. Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

7.3. Payment Returns: Any grant funds from this award not expended by the Agreement Expiration Date, or deemed ineligible under the grant program, must be returned to the State within 10 days of the Agreement Expiration Date, or notification from the DHSEM of ineligibility. Such grant funds returned to the State must be via check repayment issued to 'Colorado Department of Public Safety' with a memo line stating 'refund for [encumbrance number*]' and remit to:

**Colorado Department of Public Safety
Attn: EDO Accountant
700 Kipling Street, Suite 4000
Lakewood, CO 80215**

*Encumbrance number for this award is found at the bottom of each page of the SOW.

8. Testing and Acceptance Criteria:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

Statement of Work (cont.)

9. Budget Agreement Amount Table:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
EMPG Activities	\$ 32,574.00	\$ 32,574.00	\$ 65,148.00
Total Grant Award	\$ 32,574.00	\$ 32,574.00	\$ 65,148.00

10. Modifications

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee, after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

State of Colorado Small Dollar Grant Award Terms and Conditions

4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) “Award” means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administers.;(b) “Budget” means the budget for the Work described in this Agreement; (c) “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) “UCC” means the Uniform Commercial Code in CRS Title 4; (e) “Effective Date” means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) “Federal Award” means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) “Grantee” means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) “Matching Funds” mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) “Recipient” means the State agency identified on the face of the Small Dollar Grant Award; (m) “Subcontractor” means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) “Work” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

State of Colorado Small Dollar Grant Award Terms and Conditions

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement

State of Colorado Small Dollar Grant Award Terms and Conditions

using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes.
- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grant.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.
- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of

State of Colorado Small Dollar Grant Award Terms and Conditions

allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. **Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by

State of Colorado Small Dollar Grant Award Terms and Conditions

any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
- 27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.
- 28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
- 29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special

State of Colorado Small Dollar Grant Award Terms and Conditions

Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

- 30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
- 31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- 32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and

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(c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment

State of Colorado Small Dollar Grant Award Terms and Conditions

screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

38. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

State of Colorado Small Dollar Grant Award Terms and Conditions

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. **Definitions.** The following terms shall be construed and interpreted as follows: (a) “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) “State

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Confidential Information” means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) “State Fiscal Rules” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) “State Records” means any and all State data, information, and records, regardless of physical form; (j) “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) “Work Product” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

- B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written

State of Colorado Small Dollar Grant Award Terms and Conditions

consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third-party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

- C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State

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Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee’s performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

- D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.
- E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that

State of Colorado Small Dollar Grant Award Terms and Conditions

ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

- F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.
- G. Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain,

State of Colorado Small Dollar Grant Award Terms and Conditions

without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

- H. **Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.
- I. **Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*
- J. **Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any

State of Colorado Small Dollar Grant Award Terms and Conditions

extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to:
- Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement;
 - Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards;
 - Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing;
 - Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments;
 - Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS;
 - Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



COLORADO
**Division of Homeland Security
& Emergency Management**
Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Insert Name
Insert Title
Insert Agency Name
Insert Agency Address
City, CO ZipCode

Insert Full Date

Re: Grant Award ##XXX##XXX Modification Notification

Dear Insert Last Name,

This letter is to inform you that your award under the Insert Year Insert Grant Program Name Grant Program is modified from the original issuance of your Small Dollar Grant Award (SDGA). The modification for this letter is accompanied by the modified Statement of Work (SOW). This modification includes:

1. The period of performance for this SDGA modification is extended from the Original Expiration date of Insert Full Date to the Current Expiration date of Insert Full Date.
2. The Increase/Decrease or Budget Line Adjustment of the award amount of \$00,000.00 (funding source: \$00,000.00 of Federal, and \$00,000.00 of State, Local or Both Funds) as outlined in the attached Statement of Work (SOW).

For questions regarding your SDGA or the Insert Year Insert Grant Program Name Grant Program, please contact Insert Name at (###) ###-#### or Email Address@state.co.us, or Insert Name (###) ###-#### or Email Address@state.co.us and thank you for your assistance in managing this grant award.

Sincerely,

DHSEM Full Name
DHSEM Title

Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: File



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

STATE OF COLORADO
SMALL DOLLAR GRANT AWARD (SDGA) MODIFICATION
STATEMENT OF WORK

State Agency
Department of Public Safety, Division of Homeland
Security and Emergency Management

Grantee
Board of County Commissioners of [County Name]
County

Grantee UEI
XXXabcXXXz12

Agreement Number
YYxxxYYxxxx

Agreement Performance Beginning Date
Month dd, YYYY

Current Agreement Expiration Date
Month dd, YYYY

Current Agreement Maximum Amount
\$00,000.00

Current Agreement Match Amount
\$00,000.00

1. FEDERAL AWARD INFORMATION

Federal Award ID # (FAIN)
AWARD No.

Federal Award Date
Month dd, YYYY

Federal Awarding Agency
ex.: DHS / FEMA

Assistance Listing (CFDA)
00.000

Grant Program Name

Identification if the Award is for R&D:
No

2. GRANT AUTHORITY

- A. Federal Authority to enter into this Grant exists in the Briefly describe the Authority to enter into the Agreement;
- B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. GENERAL DESCRIPTION OF THE PROJECT(S).

3.1. Project Description. Sample Text Only - Grantee will hire a contractor to complete a multi-hazard risk analysis for XXX County. The analysis will meet all FEMA's requirements. Subrecipient will execute and complete the projects as specified and outlined in their approved Insert Appropriate Reference.

3.2. Project Expenses. Project expenses include the costs to Sample Text Only - hire the contractor to complete the project as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

3.3. Non-Federal Match: This non-federal match section applies to or does not apply to this Grant. If it applies, this Grant requires a non-federal match contribution of Number% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match may or may not include in-kind match.

STATEMENT OF WORK (CONT.)

4. PRINCIPAL REPRESENTATIVES

For the State:

Name, Title
Department of Public Safety,
Division of Homeland Security &
Emergency Management
8000 South Chester Street, Suite 575
Centennial, CO 80112
Name.Name@state.co.us

For Grantee:

Name, Title
Agency Name
Physical Address
Mailing or PO Address
City, CO ZIP Code
Email Address

5. ADMINISTRATIVE REQUIREMENTS:

5.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

5.2. Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

5.2.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

5.2.2 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantees shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

5.2.3 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

5.4. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues.

STATEMENT OF WORK (CONT.)

In addition:

5.4.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://www.sam.gov).

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"This project was supported by grant YYxxxYYxxxx, issued by the Colorado Division of Homeland Security and Emergency Management."

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the DHSEM.

5.5. Additional Administrative Requirements:

5.5.1 All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).

5.5.2 Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.5.3 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

STATEMENT OF WORK (CONT.)

5.5.4 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. REPORTING REQUIREMENTS:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 30 th
April, May, June	due July 30 th
July, August, September	due October 30 th
October, November, December	due January 30 th

6.2. Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. PAYMENT:

7.1. Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

STATEMENT OF WORK (CONT.)

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

- 7.2. Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

8. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

9. BUDGET AGREEMENT AMOUNT TABLE:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
Planning	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Equipment	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Training	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Exercise	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
PROJECT ACTIVITY SUBTOTAL	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Management & Admin	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
TOTAL AWARD AMOUNT	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00

10. MODIFICATIONS

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

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1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1 a non-federal entity;
 - 2.1.2.2 a non-profit organization or for-profit organization;
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” organization, that:
 - 2.1.8.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2 Is not organized primarily for profit; and
 - 2.1.8.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 2.1.8.4 Is not an IHE.

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- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at [SAM.gov](https://sam.gov).
- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The

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State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in [SAM.gov](https://sam.gov). Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at [SAM.gov](https://sam.gov) at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

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

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7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To Recipient. The Recipient must report the following Subrecipient data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1 Subrecipient Unique Entity ID;
 - 8.1.1.2 Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3 Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1 Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. Procurement Standards.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit

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Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or

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the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

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

15. Event of Default and Termination.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

- 16.1. Whistle Blower Protections
 - 16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract

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or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.