

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
SEPTEMBER 23, 2025**

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles

8:30 a.m. Board of Health, Meagan Hillman

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

WORK SESSION

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

9:15 a.m. Santiago Lopez / Kendall Pearson
- CRMC / OPC Updates

9:30 a.m. BOCC updates
- Land Use Work Session
- Benefits 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 September 9, 2025 Meeting Minutes

PUBLIC APPEARANCES

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

BID PRESENTATION

Re: Vaqueros Building Remodel

UPDATES

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

ACTION ITEMS:

1. Consider approval for awarding bids for the Vaqueros Building Remodel Project.
2. Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application, total cost of the Project is \$9,023.74 for the benefit of Prowers County and Holly Volunteer Ambulance Service and authorizing Chairman Ron Cook to execute the document.
3. Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Southeast Colorado All Stars, events scheduled for April 17-19, 2026.
4. Consider ratifying 9-15-2025 email poll approval for payment of bills presented for County General Fund AP in the amount of \$190,772.61, less one voided check #76283 (printing error), DHS Fund AP in the amount of \$74,424.27 and H3C Fund AP in the amount of \$101.79 all with a certification date of September 23, 2025 and authorizing the use of the Commissioner's signature stamps.
5. Consider approval of Contract Amendment #3 of Original Contract 25 IHFA 191027 between Prowers County Department of Human Services and the Colorado Department of Human Services Office of Children, Youth and Families Department of Child Welfare in the total amount of \$2,533,597.62 for SFY's 2025 and 2026 to update the scope of work and add additional dollars to align with said scope of work for the Prowers County Hotline Contract and authorizing Department of Human Services Director Lanie Meyers-Mireles to execute the agreement electronically.
6. Consider approval of a Resolution for Reauthorizing Participation in the "Rural Jump Start-Program".
7. Consider approval of a Contract with Reassurance Solutions in the amount of \$22,000 for holding cell monitoring system for providing staff early notice of medical and addiction issues and authorizing Prowers County Sheriff Sam Zordel to execute the agreement.

8. Consider approval of CTSI 2025 County Health Pool Employer Insurance Options and Rates and authorizing County Financial Director, Paula Gonzales to execute the Option Selection Form.
9. Consider approval of Scope of Work for Child Fatality and Maternal Child Health and authorizing Public Health Director Meagan Hillman to execute the document and to put the document on agency letterhead.
10. Consider approval of sending a Letter of Termination to RET Services, LLC regarding the Vaqueros Building Rental Agreement between Prowers County and RET Services, LLC.
11. Consider approval of appointing a Commissioner Designee and an Alternate to the CCI Legislative Committee to vote on 2026 CCI Legislative Priorities and authorizing Chairman Ron Cook to certify the appointment.
12. Consider approval of a contract with Gobin's Inc. for a new copier machine at the Consolidated Return Mail Center (CRMC) and authorizing CRMC Operations Manager Santiago Lopez to execute the Contract.
13. Consider approval of a contract with Gobin's Inc. for a new copier machine at the County Administration Office and authorizing County Administrator Don Wilson to execute the Contract.
14. Consider approval of amended Resolution 2025-10 "Adopting A Flat Rate For Survey Plat Deposits" to include language clarifying "per plat" in paragraph 2 and section 2 of the resolution. The Amendment Resolution will be numbered as Resolution 2025-10A.
15. Consider approval of a Resolution for "Committing to a priority process for residential projects that include at least 50% affordable housing" in conjunction with Proposition 123.
16. Consider approval of Credit Card Authorization Request for Heather Hernandez, Prowers County Nurse Family Practice, credit card limit of \$1,000.00.
17. Consider approval of setting an application fee for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc., at \$10.00 per acre, 147 acres, total fee is \$1,470.00.
18. Consider approval of setting a cost deposit fee at \$16,000.00 for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc.

19. Consider approval for the list of recipients to receive notification of the public hearing notice for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc.
20. Consider approval of Grant Agreement Amendment #1, original Agreement No. CTGG1 QAAA 2025*2726 between Colorado Department of Early Childhood and Prowers County Public Health & Environment for administration of Family Support through Primary Prevention (FSPP) funds and authorizing Public Health Director Meagan Hillman to execute the agreement electronically.
21. Consider approval of a Service Agreement between Idemia Identity & Security USA, LLC. and Board of County Commissioners to provide biometric identification services at the Prowers County Sheriff's Office and authorizing Prowers County Sheriff Sam Zordel to execute the agreement.
22. Consider approval of Subdivision Exemption request by Daniel J. and Coleen L. Tinnes, N1/2, Lots 2 and 3 in Section 4, Township 22, Range 46 west, the 6th P.M. The request is to subdivide approximately 4 acres from the existing 319.96 acres. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission September 10, 2025.

PREVIOUSLY TABLED ACTION ITEMS:

1. None

EXECUTIVE SESSION

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

ADJOURN

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

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

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/16/25

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 for awarding bids for the Vaqueros Building Remodel Project.

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: 9-23-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 9-10-2025

Return Originals to: Administration & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application, total cost of the Project is \$9,023.74 for the benefit of Prowers County and Holly Volunteer Ambulance Service and authorizing Chairman Ron Cook to execute the document.

Justification or Background:

Annual Grant Application for funds

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):



Grant Application

(Applications due by December)

(Boxes will expand as you type if you use this electronic copy)

- 1. Which Agency will be the “Lead Agency” that administers this Grant? (fiscal agent)**

HOLLY AMBULANCE SERVICE

- 2. Contact Name at “Lead Agency”:**

TERI HETRICK

- 3. Lead Agency Contact Phone Numbers:**

#1 719-940-0844
#2719-537-6068

- 4. Lead Agency Contact E-Mail: This is important. It will be used for all further contact/information**

Terihetrick@hotmail.com

- 5. Is this a multi-agency request? If so, please list all agencies working together on this grant request:**

NO

Direct Contact to Southeast Colorado RETAC
(719)248-3978
Email: SCREMSINC@aol.com

6. Counties and Agencies that will benefit from this grant (Please list):

PROWERS/HOLLY AMBULANCE

7. **Transporting Agencies:** Have you completed your "Agency Profile" on the CDPHE Website, and are you currently downloading patient data to the state's MATRX system? (If not, please tell us your plans to do so)

Have you submitted a current Agency Profile:
Are you submitting data to CDPHE:

8. Amount you are **Requesting** from the RETAC:

7,500

9. Amount you are **Contributing**: (Not required, but please list if applicable)

1,523.74

10. **Total Cost** of Project/Equipment:

9,023.74

11. If funded, what will the grant money be used for? (Please explain in narrative form what will be accomplished with this funding, and how this request coincides with the RETAC's current biannual plan goals and objectives for the region.)

6023.74 WILL BE USED TO PURCHASE A HAND HELD RADIO AND THEN TO HAVE IT PROGRAMMED. COMMUNICATION IS VITALS TO PROVIDING ADEQUATE CARE AND RESPONSE. RIGHT NOW WE DO NOT HAVE ANY SPARE RADIOS INCASE OF A BREAK DOWN OR LOSS. \$3,000 WILL BE USED TO PAY OUR PHYSICIAN ADVISOR FOR OUR AMBULANCE SERVICE.

Direct Contact to Southeast Colorado RETAC
(719)248-3978
Email: SCREMSINC@aol.com

12. Please explain in narrative form how your agency/facility is funded:

OUR AGENCY IS FUNDED BY A SPECIAL DISTRICT AND OFF OF OUR REVENUE GENERATED BY BILLING FOR SERVICES.

13. Please explain in narrative form the overall condition of your finances at this point. IE: Is your agency budget in the black or red? Are you billing for services? How do you obtain or disburse funds? Are your employees paid or volunteer? Do you owe any large debt? (The RETAC is looking at the big picture for this section.)

OUR AGENCY COLLECTS JUST ENOUGH TO KEEP OUR SERVICE OPERATEING. WE DO NOT MAKE ENOUGH MONEY TO BUY BIG EQUIPMENT OR VEHICLES WITHOUT APPLYING FOR GRANT HELP. WE BILL FOR SERVICES AND THE MONEY COLLECTED GOES BACK INTO THE FIRE AND AMBULANCE BUDGET. WE ARE ALL VOLUNTEERS AND BARELY HAVE ENOUGH PEOPLE TO KEEP A SERVICE RUNNING.

**Direct Contact to Southeast Colorado RETAC
(719)248-3978
Email: SCREMSINC@aol.com**

Agreement:

By signing this section, you are agreeing to;

- Submit an Agency Profile to CDPHE
- Spend any funding received from the Southern RETAC according to this grant request by May 15 of the requested fiscal year. Any changes to this exact request **MUST** be submitted in writing to the Southern Colorado RETAC Board of Directors before any changes are made.
- Send all invoices/POs incurred related to this request to the SCRETAC office by May 15 of the requested fiscal year.

Signature

TERI HETRICK



Title: _HOLLY AMBULANCE CHIEF

Date: _

AUGUST 29,2025

County Representative of grant applicant. (This should be completed by the County EMS Council or like group from the County representating. If no group representing the County is available the County Commissioners should sign as accepting this grant application on the Counties behalf.)

Signature: _____

Direct Contact to Southeast Colorado RETAC

(719)248-3978

Email: SCREMSINC@aol.com

Title:

Date:

**Direct Contact to Southeast Colorado RETAC
(719)248-3978
Email: SCREMSINC@aol.com**

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-23-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 9-11-2025

Return Originals to: Administration Office & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Southeast Colorado All Stars, events scheduled for April 17-19, 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):

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: <u>8/29/25</u>	Date(s) of Events: <u>4/17-19/2026</u>
Name of Organization: <u>SOUTHEAST COLO ALL STARS</u>	Set Up Time: <u>4/16 4⁰⁰</u> am ☒ pm
Name & Address of Authorized Agent: <u>LINDY SHARON</u> <u>17508 CRT</u> <u>Ordway, CO 81063</u>	Event Starts: <u>4/17 1⁰⁰</u> am ☒ pm
Phone: <u>719-468-8716</u>	Finish Time: <u>4/19 4⁰⁰</u> am ☒ pm
Sales Tax ID: _____	☒ Arena ☒ Home Ec ☐ Centennial ☒ Vaqueros Pavilion
Type of Event: <u>Junior High / High School Rodeo</u>	

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

LINDY SHARON
Authorized Agent

8/29/25
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:

Erin Williams
Maintenance & Facilities Director

9-10-25
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

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

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

Liability Insurance received: Yes ___ No ___ Date: _____



PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

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

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

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

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

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

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

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

Date: 8/29/2025

Organization: Southeast Colorado All Stars

Authorizing Agent Printed name: LINDY SHARON

Authorizing Agent Signature: 

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Chad Draper, Phy Lord

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$250	\$250	\$500		
Vaqueros Bldg. Rent <i>Daily</i>	\$225	\$225	\$425		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee <i>Daily</i>	\$20	\$20	\$40	50/50 Split with PC	
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$50	\$25 to PC \$5 to org.	
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20	50/50 split with PC	
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		

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

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.

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

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

This event has been held at the Sand and Sage Arena as an annual event for the rodeo kids throughout Colorado. We are requesting a waiver of fees to help defer some of the cost of putting on a rodeo. The club has a good history and working relationship with the management of the grounds. We clean up trash and make sure the stalls are cleaned prior to leaving. We are very thankful for all the assistance you have given us in the past!

4/17-19/2026
Date(s) of Event

LINDY SHARON
Authorized Agent

8/29/25
Date

Fees Included in Waiver Request

☒ Booking Fee \$ 25⁰⁰
☒ Pavilion Rent \$ _____
☐ Vaqueros Bldg Rent \$ _____
☐ Arena Pens \$ _____
☐ RV Parking \$ _____

☒ Arena Rent \$ 600
☒ Home Ec Bldg Rent \$ 1,000
☐ Parking Lots \$ _____
☒ Pavilion Boarding \$ _____
☒ Dry Camping \$ _____
☒ Cleaning Deposit \$ 1,000

Request is approved with the following conditions:

Chairman
Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Prowers County Board of Commissioners

Date: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-23-2025

Submitter: Administration Office

Submitted to the County Administration Office on: Email Poll 9-15-25

Return Originals to: Administration & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 9-15-2025 email poll approval for payment of bills presented for County General Fund AP in the amount of \$190,772.61, less one voided check #76283 (printing error), DHS Fund AP in the amount of \$74,424.27 and H3C Fund AP in the amount of \$101.79 all with a certification date of September 23, 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: \$190,772.61
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 16, 2025**

DATED AS OF: September 16, 2025

#

A/P

PAYROLL

FRINGES

COUNTY GENERAL FUND	\$	150,654.50	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	830.35	-	-
BOOKING FEES ACCOUNT	\$	-	-	-
PUBLIC HEALTH AGENCY	\$	21,300.57	-	-
ROAD & BRIDGE FUND	\$	4,881.26	-	-
SALES & USE TAX FUND	\$	-	-	-
CONSERVATION TRUST FUND	\$	997.55	-	-
CAPITAL FUND	\$	-	-	-
OTHER AGENCIES FUND	\$	-	-	-
LODGING TAX FUND	\$	-	-	-
CRMC FUND	\$	7,383.95	-	-
OPC FUND	\$	4,724.43	-	-
Totals	\$	190,772.61	\$	\$

DATE: September 16, 2025

DATE: September 16, 2025

DATE: September 16, 2025

DATE: September 16, 2025

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	190,772.61
AP + Fringes	\$	190,772.61
Total Pd Certification - Payroll	\$	190,772.61
Total Payroll + Fringes	\$	-

Ending Check No.	76346
Beginning Check No.	76260
	1
Total Number of Checks:	87

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Assie Campbell
Powers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

September 16, 2025

76260-76346

Check # 76283 Void Printing Error

	\$	150,654.50	
	\$	-	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 150,654.50

ARPA -

0018

			Total \$ -

ROAD & BRIDGE FUND - 02

0020

	\$	4,881.26	
Payroll	\$	-	
Fringes	\$	-	Total \$ 4,881.26

FSA (Cafeteria) 552

0552

	\$	830.35	
2024	\$	-	Total \$ 830.35

Sheriff's Booking Fees

0675

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

SALES & USE TAX FUND - 03

0900

	\$	-	
2024	\$	-	
			Total \$ -

CONSERVATION TRUST FUND - 06

0130

	\$	997.55	
2024	\$	-	Total \$ 997.55

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

	\$	21,300.57	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 21,300.57

CRMC

0016

	\$	7,383.95	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 7,383.95

JPC

0017

	\$	4,724.43	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 4,724.43


Paula Gonzales, Finance Director

GRAND TOTAL \$ 190,772.61



Prowers County, CO

Check Register

Packet: APPKT00145 - 103.09.2025 09162025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	09/16/2025	Regular	0.00	155.00	76260
ATS1	Ace Tire Service LLC	09/16/2025	Regular	0.00	2,907.84	76261
VEN01012	ADRIANA WHATLEY	09/16/2025	Regular	0.00	500.00	76262
AI11	Airgas Intermountain Inc.	09/16/2025	Regular	0.00	267.52	76263
MEJIA	Amairini Vanessa Mejia	09/16/2025	Regular	0.00	600.00	76264
AMAZON	Amazon Capital Services	09/16/2025	Regular	0.00	477.77	76265
AVA1	Ark Valley Auto Service	09/16/2025	Regular	0.00	1,181.34	76266
ROSE	Ashley Roseberry	09/16/2025	Regular	0.00	850.00	76267
ATTM	AT&T Mobility	09/16/2025	Regular	0.00	608.44	76268
ATM1	Atmos Energy	09/16/2025	Regular	0.00	173.29	76269
VEN01055	AUSTIN LANE FRIEDERICH	09/16/2025	Regular	0.00	255.00	76270
AXIOM	Axiom Human Resource Solutions, Ir	09/16/2025	Regular	0.00	241.40	76271
BCS1	Baca County Sheriff's Office	09/16/2025	Regular	0.00	8,961.25	76272
BCS2	Bent County Sheriff's Office	09/16/2025	Regular	0.00	21,454.20	76273
WalkinshawB	Breeann Walkinshaw	09/16/2025	Regular	0.00	500.00	76274
BWS1	Bristol Water & Sanitation District	09/16/2025	Regular	0.00	55.00	76275
BSL1	Business Solutions Leasing, Inc.	09/16/2025	Regular	0.00	477.72	76276
SALAZ	Celia M. Salazar	09/16/2025	Regular	0.00	319.20	76277
CET1	Century Link	09/16/2025	Regular	0.00	83.12	76278
CHAND	Christine Anne Chandler	09/16/2025	Regular	0.00	350.00	76279
CINTASCORP	CINTAS CORPORATION NO. 2	09/16/2025	Regular	0.00	444.99	76280
LAM1	City of Lamar	09/16/2025	Regular	0.00	107.00	76281
LAM1	City of Lamar	09/16/2025	Regular	0.00	30,228.55	76282
	Void	09/16/2025	Regular	0.00	0.00	76283
COR1	Claudia Terrazas	09/16/2025	Regular	0.00	652.00	76284
CSS1	Cliff's Gas & Diesel LLC	09/16/2025	Regular	0.00	242.77	76285
CMC1	Consolidated Management Compan	09/16/2025	Regular	0.00	14,330.62	76286
CSO1	Crowley County Sheriff's Office	09/16/2025	Regular	0.00	5,228.08	76287
CURE	CureMD.com	09/16/2025	Regular	0.00	656.00	76288
VEN01056	DAGNER, SCHLUTER, WEBER LLC	09/16/2025	Regular	0.00	4,738.50	76289
DEL2	DeLoach's Water Conditioning Inc.	09/16/2025	Regular	0.00	186.00	76290
MENDEZ	Divina Mendez	09/16/2025	Regular	0.00	433.33	76291
DKC1	Double K Car Wash	09/16/2025	Regular	0.00	118.10	76292
ELE1	Electra Pro LLC	09/16/2025	Regular	0.00	118.72	76293
VEN01057	ELECTRONIC RECORDING TECHNOLC	09/16/2025	Regular	0.00	3,677.26	76294
EvoGov	EvoGov, Inc.	09/16/2025	Regular	0.00	199.00	76295
GLS1	GALLS	09/16/2025	Regular	0.00	180.19	76296
SKB1	Glaxosmithkline Pharmaceuticals	09/16/2025	Regular	0.00	8,086.37	76297
GOB1	Gobin's	09/16/2025	Regular	0.00	462.21	76298
GOBINS	Gobin's Inc.	09/16/2025	Regular	0.00	221.94	76299
GSD1	Granada School District RE-1	09/16/2025	Regular	0.00	10,177.75	76300
GRANITE	Granite Telecommunications, LLC	09/16/2025	Regular	0.00	545.10	76301
GTA1	Great America Financial Services	09/16/2025	Regular	0.00	393.09	76302
THEHOME	HD Supply formerly HD Pro	09/16/2025	Regular	0.00	1,637.33	76303
WHISEN	Heather Whisenand	09/16/2025	Regular	0.00	400.00	76304
JFA1	J & F Auto Parts Inc	09/16/2025	Regular	0.00	78.67	76305
TRUJ1	Jacelynn Trujillo	09/16/2025	Regular	0.00	452.21	76306
RAMSAYJ	James Ramsay	09/16/2025	Regular	0.00	125.00	76307
IJL1	Jo Lynn Idler	09/16/2025	Regular	0.00	830.35	76308
BROWNKAY	Kayla Brown	09/16/2025	Regular	0.00	700.00	76309
BANKERK	Kimberly Munoz Banker	09/16/2025	Regular	0.00	166.00	76310
FREQUEZK	KIRA FRESQUEZ	09/16/2025	Regular	0.00	529.65	76311
VEN01054	KP LLC	09/16/2025	Regular	0.00	1,299.40	76312
CAMPBELLK	Krystle Campbell	09/16/2025	Regular	0.00	255.00	76313

Check Register

Packet: APPKT00145-103.09.2025 09162025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
LCLLC	L & C, LLC	09/16/2025	Regular	0.00	1,648.00	76314
LLOCKKEY	LA JUNTA LOCK & KEY	09/16/2025	Regular	0.00	160.00	76315
BUNTINGL	Lacy Bunting	09/16/2025	Regular	0.00	1,000.00	76316
LAN1	LawnCo	09/16/2025	Regular	0.00	1,350.00	76317
LEXIS	LexisNexis Risk Data Mngmnt	09/16/2025	Regular	0.00	4.00	76318
VEN00945	LIBBY MAE TOVAR	09/16/2025	Regular	0.00	150.00	76319
SALGA	Mayra Salgado	09/16/2025	Regular	0.00	200.00	76320
RODJ	Mexi Snacks, LLC	09/16/2025	Regular	0.00	105.00	76321
VEN00927	Mila Macias	09/16/2025	Regular	0.00	150.00	76322
MAGN	Nancy Magallanes	09/16/2025	Regular	0.00	400.00	76323
OCS1	Otero County Sheriff	09/16/2025	Regular	0.00	28,861.13	76324
OEC1	Otis Elevator Co	09/16/2025	Regular	0.00	494.70	76325
PWF1	Peacock Funeral Home	09/16/2025	Regular	0.00	295.00	76326
PITSTOPLLC	PIT STOP, LLC	09/16/2025	Regular	0.00	3,712.16	76327
PLAINS	Plains Disposal, LLC	09/16/2025	Regular	0.00	240.00	76328
QUL1	Quill LLC	09/16/2025	Regular	0.00	444.74	76329
RSC3	Ranchers Supply of Lamar LLC/Ranch	09/16/2025	Regular	0.00	16.44	76330
RPI1	Robinson Printing	09/16/2025	Regular	0.00	733.84	76331
SCP1	SE Colorado Power Association	09/16/2025	Regular	0.00	1,031.30	76332
SEO1	SECOM	09/16/2025	Regular	0.00	87.89	76333
LYD1	Stay Sober, LLC	09/16/2025	Regular	0.00	12,480.00	76334
1043	Taylor Septic & Plumbing	09/16/2025	Regular	0.00	205.59	76335
TIN1	Terminix Processing Center	09/16/2025	Regular	0.00	86.32	76336
FBO1	The Flower Boutique	09/16/2025	Regular	0.00	170.00	76337
DUNAG	Thomas Dunagan	09/16/2025	Regular	0.00	255.00	76338
TTI1	Tyler Technologies Inc	09/16/2025	Regular	0.00	1,154.00	76339
URS1	UBEO Business Services	09/16/2025	Regular	0.00	130.68	76340
VEN01052	UNIVERSAL MEDICAL INC	09/16/2025	Regular	0.00	5,782.00	76341
VER1	Verizon Wireless	09/16/2025	Regular	0.00	351.20	76342
VIA1	Viaero Wireless	09/16/2025	Regular	0.00	341.43	76343
WAL1	Wallace Gas & Oil Inc	09/16/2025	Regular	0.00	64.00	76344
WILLOW	Willow Creek Pharmacy	09/16/2025	Regular	0.00	48.92	76345
MACIASZ	Zenaida Macias	09/16/2025	Regular	0.00	300.00	76346

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	86	0.00	190,772.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	168	87	0.00	190,772.61

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2025	190,772.61
			<u>190,772.61</u>

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

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	09/16/25	68763-68782	71,075.28
VOID			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
ADMIN:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	09/16/25	9156-9158	3,348.99

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$74,424.27 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

September 16, 2025
DATE

GRAND TOTAL \$

74,424.27

9-10-25 Ron Cook
DATE
9-10-25
DATE
9-10-25
DATE

CHAIRMAN

COMMISSIONER

COMMISSIONER

9/16/25
DATE
DIRECTOR

\$1,424,010.75
BALANCE AS OF 9/11/25

HOTLINE COUNTY CONNECTION CENTER
 PAYROLL CERTIFICATION
 MONTH: SEPTEMBER 2025

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	09/16/25	4303	101.79
OPERATING			

COUNTY OF PROWERS)
 I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY
 CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$101.79 ARE APPROVED TO BE PAID FROM THE
 HOTLINE COUNTY CONNECTION CENTER.

September 16, 2025 GRAND TOTAL \$ 101.79

9-10-25 Ron Cook CHAIRMAN
 9-10-25 [Signature] COMMISSIONER
 9-10-25 [Signature] COMMISSIONER

9/16/25 [Signature] DIRECTOR

BALANCE AS OF 9/11/25 \$680,099.19

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 16, 2025

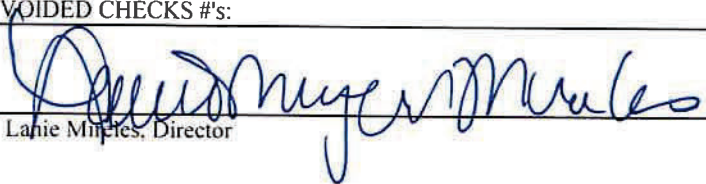
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY	<u></u>	<u></u>
FRINGE	<u></u>	<u></u>
OPERATING	<u>68763-68782</u>	<u>71,075.28</u>
WHC SALARY	<u></u>	<u></u>
WHC FRINGE	<u></u>	<u></u>
OPERATING	<u>9156-9158</u>	<u>3,348.99</u>

TOTAL: \$ 74,424.27

Information Only
VOIDED CHECKS #s:


Lanie Miles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 16, 2025

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

H3C SALARY

H3C FRINGE

H3C OPERATING 4303

101.79

TOTAL: \$ 101.79

Information Only

VOIDED CHECKS #'s:


Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: CHILD WELFARE				
AD.9.10.25	ADVANTAGE TREATMENT CENTER	09/10/25		
CLIENT CHARGE				
			INVOICE AD.9.10.25 TOTAL:	<u>\$220.00</u>
				<u>\$220.00</u>
AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25		
TIMECLOCK				
			INVOICE AD.9.10.25 TOTAL:	<u>\$3.51</u>
				<u>\$3.51</u>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$223.51</u>
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25		
TIMECLOCK				
			INVOICE AD.9.10.25 TOTAL:	<u>\$7.02</u>
				<u>\$7.02</u>
			EXPENSE ACCOUNT 444.1220 TOTAL:	<u>\$7.02</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
EX.9.10.25	ROB DAMIANI	09/10/25		
PER DIEM				
			INVOICE EX.9.10.25 TOTAL:	<u>\$60.00</u>
				<u>\$60.00</u>
AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25		
TIMECLOCK				
			INVOICE AD.9.10.25 TOTAL:	<u>\$10.53</u>
				<u>\$10.53</u>
			EXPENSE ACCOUNT 444.1579 TOTAL:	<u>\$70.53</u>
EXPENSE ACCOUNT: CMP				
AD.9.10.25	KIOWA COUNTY PUBLIC HEALTH	09/10/25		
OPERATIONS BUDGET FY25-26				
			INVOICE AD.9.10.25 TOTAL:	<u>\$62,020.08</u>
				<u>\$62,020.08</u>
			EXPENSE ACCOUNT 444.1597 TOTAL:	<u>\$62,020.08</u>
EXPENSE ACCOUNT: CORE				
AD.9.10.25	WALLACE GAS & OIL	09/10/25		
AUTO SUPPLIES				
			INVOICE AD.9.10.25 TOTAL:	<u>\$17.79</u>
				<u>\$17.79</u>
AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25		
TIMECLOCK				
			INVOICE AD.9.10.25 TOTAL:	<u>\$7.02</u>
				<u>\$7.02</u>
			EXPENSE ACCOUNT 444.1700 TOTAL:	<u>\$24.81</u>

EXPENSE ACCOUNT: CORE 100%

AD.9.10.25 CITY OF LAMAR MUNICIPAL UTIL 09/10/25
UTILITIES
UTILITIES

\$173.53
\$43.38
\$216.91

INVOICE AD.9.10.25 TOTAL:

AD.9.10.25 AXIOM HUMAN RESOURCE SOLUTION 09/10/25
TIMECLOCK

\$3.51
\$3.51

INVOICE AD.9.10.25 TOTAL:

EXPENSE ACCOUNT 444.1800 TOTAL:

\$220.42

EXPENSE ACCOUNT: CHILD CARE

AD.9.10.25 AXIOM HUMAN RESOURCE SOLUTION 09/10/25
TIMECLOCK

\$3.51
\$3.51

INVOICE AD.9.10.25 TOTAL:

AD.9.10.25 GOBIN'S, INC 09/10/25
COPIER

\$8.04
\$8.04

INVOICE AD.9.10.25 TOTAL:

EXPENSE ACCOUNT 444.2300 TOTAL:

\$11.55

EXPENSE ACCOUNT: TANF

AD.9.10.25 DELOACH'S WATER CONDITIONING 09/10/25
OFFICE SUPPLIES

\$95.00
\$95.00

INVOICE AD.9.10.25 TOTAL:

AD.9.10.25 AXIOM HUMAN RESOURCE SOLUTION 09/10/25
TIMECLOCK

\$14.04
\$14.04

INVOICE AD.9.10.25 TOTAL:

EXPENSE ACCOUNT 444.4200 TOTAL:

\$109.04

EXPENSE ACCOUNT: FS FRAUD

AD.9.10.25 AXIOM HUMAN RESOURCE SOLUTION 09/10/25
TIMECLOCK

\$3.51
\$3.51

INVOICE AD.9.10.25 TOTAL:

AD.9.10.25 GOBIN'S, INC 09/10/25
EQUIP. MAINT./REPAIR

\$44.85
\$44.85

INVOICE AD.9.10.25 TOTAL:

EXPENSE ACCOUNT 444.4400 TOTAL:

\$48.36

EXPENSE ACCOUNT: EMPLOYMENT FIRST

AD.9.10.25 AXIOM HUMAN RESOURCE SOLUTION 09/10/25
TIMECLOCK

\$3.51
\$3.51

INVOICE AD.9.10.25 TOTAL:

AD.9.10.25 GOBIN'S, INC 09/10/25
COPIER

\$8.04
\$8.04

INVOICE AD.9.10.25 TOTAL:

EXPENSE ACCOUNT 444.6300 TOTAL:

\$11.55

EXPENSE ACCOUNT: ADMIN

AD.9.10.25	OFFICE DEPOT	09/10/25				<u>\$143.35</u>
OFFICE SUPPLIES				INVOICE AD.9.10.25 TOTAL:		<u>\$143.35</u>

AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25				
TIMECLOCK						\$21.06
TIMECLOCK						\$10.53
TIMECLOCK						\$17.55
				INVOICE AD.9.10.25 TOTAL:		<u>\$49.14</u>

AD.9.10.25	GOBIN'S, INC	09/10/25				
COPIER						\$217.09
				INVOICE AD.9.10.25 TOTAL:		<u>\$217.09</u>

AD.9.10.2025	CAPITAL ONE	09/10/25				
OFFICE SUPPLIES						\$118.34
				INVOICE AD.9.10.2025 TOTAL:		<u>\$118.34</u>
				EXPENSE ACCOUNT 444.7000 TOTAL:		<u>\$527.92</u>

EXPENSE ACCOUNT: ADULT PROTECTION

AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25				
TIMECLOCK						\$3.51
				INVOICE AD.9.10.25 TOTAL:		<u>\$3.51</u>
				EXPENSE ACCOUNT 444.7010 TOTAL:		<u>\$3.51</u>

EXPENSE ACCOUNT: CHILD SUPPORT

AD.9.10.25	CONTACT WIRELESS	09/10/25				
CONTRACT						\$522.06
				INVOICE AD.9.10.25 TOTAL:		<u>\$522.06</u>

AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25				
TIMECLOCK						\$17.55
				INVOICE AD.9.10.25 TOTAL:		<u>\$17.55</u>

AD.9.10.25	GOBIN'S, INC	09/10/25				
COPIER						\$24.12
				INVOICE AD.9.10.25 TOTAL:		<u>\$24.12</u>

AD.9.11.25	THOMAS DUNAGAN	09/11/25				
PROCESS OF SERVICE						\$200.00
				INVOICE AD.9.11.25 TOTAL:		<u>\$200.00</u>
				EXPENSE ACCOUNT 444.8000 TOTAL:		<u>\$763.73</u>

EXPENSE ACCOUNT: WHC

AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25				
TIMECLOCK						\$59.67
				INVOICE AD.9.10.25 TOTAL:		<u>\$59.67</u>

AD.9.10.25	GOBIN'S, INC	09/10/25				
COPIER						\$162.96

EXPENSE ACCOUNT: FAMILY VOICE				INVOICE AD.9.10.25 TOTAL:	\$162.95
AD.9.10.25	LAMAR FIRE AUXILIARY	09/10/25	EXPENSE ACCOUNT 444.9005 TOTAL:	\$222.63	
CARNIVAL GAME RENTAL					
AD.9.10.25	LONCHERA EL GORDO	09/10/25	INVOICE AD.9.10.25 TOTAL:	\$350.00	
VENDOR				\$350.00	
LONCHERA EL GORDO					
AD.9.10.25	SHARON MAUCH	09/10/25	INVOICE AD.9.10.25 TOTAL:	\$260.00	
JULY 2025				\$260.00	
AUGUST 2025				\$206.25	
			INVOICE AD.9.10.25 TOTAL:	\$213.75	
				\$420.00	
AD.9.10.25	FIRST NATIONAL BANK OMAHA	09/10/25		\$1,322.21	
AMAZON				\$543.10	
KAPLAN			INVOICE AD.9.10.25 TOTAL:	\$1,865.31	
AD.09.10.25					
LAPTOP	FIRST NATIONAL BANK OMAHA	09/10/25		\$1,029.25	
CHROME BOOKS				\$699.98	
			INVOICE AD.09.10.25 TOTAL:	\$1,729.23	
AD.09.10.2025	FIRST NATIONAL BANK OMAHA	09/10/25		\$25.00	
GIFT CARD			INVOICE AD.09.10.2025 TOTAL:	\$25.00	
AD.9.10.25					
GIFT CARDS	CAPITAL ONE	09/10/25	INVOICE AD.9.10.25 TOTAL:	\$500.00	
				\$500.00	
AD.9.10.2025	FIRST NATIONAL BANK OMAHA	09/10/25		\$138.89	
AMAZON				\$929.97	
AMAZON				\$577.99	
AMAZON			INVOICE AD.9.10.2025 TOTAL:	\$1,646.85	
EXPENSE ACCOUNT 444.9018 TOTAL:				\$6,796.39	
EXPENSE ACCOUNT: FATHERHOOD					
AD.9.10.25	AXIOM HUMAN RESOURCE SOLUTION	09/10/25		\$3.51	
TIMECLOCK			INVOICE AD.9.10.25 TOTAL:	\$3.51	
AD.9.10.25					
COPIES	GOBIN'S, INC	09/10/25		\$10.72	
			INVOICE AD.9.10.25 TOTAL:	\$10.72	
EXPENSE ACCOUNT 444.9086 TOTAL:				\$14.23	
REPORT TOTAL:				\$71,075.28	
				\$71,075.28	

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.9.10.25 UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	09/10/25		\$2,916.91
			INVOICE AD.9.10.25 TOTAL:	<u>\$2,916.91</u>
AD.9.10.25 MAINTENANCE	ELECTRO PRO, INC.	09/10/25		\$162.08
			INVOICE AD.9.10.25 TOTAL:	<u>\$162.08</u>
AD.9.10.25 SUPPLIES	MY WHOLESALE PRODUCTS	09/10/25		\$270.00
			INVOICE AD.9.10.25 TOTAL:	<u>\$270.00</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$3,348.99</u>
			REPORT TOTAL:	<u><u>\$3,348.99</u></u>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 42240				
AD.9.10.25	AXIOM HUMAN RESOURCE	09/10/25		\$101.79
TIMECLOCK			INVOICE AD.9.10.25 TOTAL:	\$101.79
			EXPENSE ACCOUNT 42240 TOTAL:	\$101.79
			REPORT TOTAL:	\$101.79

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/11/25

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 Contract Amendment #3 of Original Contract 25 IHFA 191027 between Prowers County Department of Human Services and the Colorado Department of Human Services Office of Children, Youth and Families Department of Child Welfare in the total amount of \$2,533,597.62 for SFY’s 2025 and 2026 to update the scope of work and add additional dollars to align with said scope of work for the Prowers County Hotline Contract and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 9-16-2025

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

THANK YOU!



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Contract Amendment #3

Signature and Cover Page

State Agency

Colorado Department of Human Services
Office of Children, Youth and Families
Department of Child Welfare

Contractor

Prowers County

Current Contract Maximum Amount**Initial Term**

State Fiscal Year 2025	\$1,181,498.27
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Extension Terms

State Fiscal Year 2026	\$1,352,099.35
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Total for All State Fiscal Years	\$2,533,597.62
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Original Contract Number

25 IHFA 191027

Amendment Contract Number

26 IHFA 200956

Contract Performance Beginning Date

June 12, 2024

Current Contract Expiration Date

June 30, 2026

Signature page begins on next page.



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

The Parties Hereto Have Executed This Amendment

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

Contractor
Prowers County
Department of Human Services

State of Colorado
Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

By: Lanie Meyers-Mireles Director,
Department of Social Services for Prowers
County

Date: _____

By: Minna Castillo, Deputy Executive Director-
Community Partnerships

Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____



1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

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

4. Purpose

This Amendment is to update the scope of work and add additional dollars to align with said scope of work for the Prowers County Hotline Contract.

5. Modifications

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

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



- C. Exhibit A is hereby deleted and replaced with Exhibit A1 attached per this amendment.
- D. Exhibit B2 is hereby deleted and replaced with Exhibit B3 attached per this amendment.

6. Limits Of Effect and Order of Precedence

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

Exhibit A-1 – Scope of Work

A. PURPOSE AND SCOPE:

This Inter Governmental Agreement (IGA) is between the Colorado Department of Human Services (“CDHS” or “the Department”) and Prowers County (herein referred to as “Contractor” and “HCCC”). Prowers County shall route reporters to the appropriate county when the Child Welfare Abuse and Neglect Routing System’s IVR (Integrated Voice Response) system cannot recognize the name of the county spoken by the caller. The Contractor shall be prepared to provide a variety of Telephone Answering Services (Section C.4 below) on behalf of counties.

B. BACKGROUND AND NEED:

Per Colorado Revised Statute (“CRS”) 26-5-111, CDHS created a statewide child welfare abuse and neglect reporting hotline (“hotline”) to ensure that all citizens of Colorado who observe or become aware of child maltreatment are able to report their concerns easily, 24 hours a day, 7 days a week (“24/7”). The new statewide hotline system will include a helpdesk, referred here into as the Hotline County Connection Center (HCCC), which will provide live call-takers to assist reporters as needed. The HCCC will be a separate entity operated and managed by the Contractor based on the provisions, terms and conditions as set forth in this agreement and associated Statement of Work (SOW).

C. CONTRACTOR’S PERFORMANCE & DELIVERABLES:

1. Deliverables

When reporters call the toll-free statewide hotline (844-CO4-KIDS), reporters will be asked to state the name of a county, and the system will route the call to that county. Any unrecognized county names will result in the caller being routed to the HCCC. Those reporters will be sent to an available HCCC call-taker (Intake Specialist) based on availability and the last time the call-taker received a HCCC call, similar to an automatic call distributor (ACD). Unless otherwise requested by CDHS, the HCCC’s primary function will be to route reporters to the appropriate county.

Therefore, the Contractor shall do the following in order to route calls:

1. Establish and maintain a location to operate the hotline, including all necessary furniture, computer equipment, emergency backup services, and secure internet access.
2. Hire and maintain sufficiently qualified and trained supervisors and call-takers.
 - a. Conduct the following background checks on all HCCC staff:
 - i. Trails Background Check
 - ii. Sex Offender Background Check
 - iii. Drug Screen
 - iv. A criminal history background check proposed by the Contractor and approved by CDHS.
 - v. Local Law Enforcement is an acceptable source.

3. Accept telephone calls by live call-takers stationed at a virtual contact center that operates 24 hours a day, 7 days a week
 - a. The HCCC staffing levels shall be adequate to handle call volume according to the customer service requirements articulated in Section 8 of this statement of work.
 - b. Staffing for each shift will be a minimum of two call-takers.
4. Utilize computers with internet access to log into, receive calls through, and document call information in the TRAILS database
5. Based on a script provided by CDHS, the HCCC will assist reporters by identifying the appropriate county, documenting initial caller information then cold transfer to the appropriate county's child abuse and neglect reporting line (queue).
 - a. Cold transfer is a call transfer in which the HCCC call-taker transfers a call to the designated county number/queue without announcing the call.
6. Maintain call handling protocol lists for all 64 counties and 2 tribes.
 - a. The list shall document the hours of operation (including after hours, weekends and holidays), the call handling options for that county or tribe, list of supervisors, appropriate case workers, hotline workers, or other resources as designated by the county or tribe.
7. Contractor shall ensure there are no less than two call-takers on duty to receive calls from reporters.
8. The Contractor shall comply with the State's information security policies.
9. The Contractor shall comply with CDHS' HIPAA Privacy and Security policies.

2. Services to reporters who are deaf or have hearing impairments

1. The Contractor shall assist reporters who utilize relay services such as TeleType (TTY), Telecommunications Device for the Deaf (TDD), or another emerging technology.
2. HCCC call-takers shall be well versed in TTY, TDD, relay services, or other emerging technologies so as to seamlessly provide HCCC services to the reporters who are deaf, hearing impaired or have other impairments to effectively communicate their concerns.

3. Translation Services

1. In the event that translation services are required, HCCC call-takers will need to conference in the translation service provider, collect the needed information then transfer the reporter to the appropriate county advising the county of the language barrier. The State of Colorado has a preferred vendor for translation services that may be used for this project. Information regarding the vendor and how to access their services will be provided to the Contractor.

4. Information Gathering Services

1. If requested by a county, the Contractor shall provide Telephone Answering Services (also known as Information Gathering services) on behalf of the county department(s) child abuse and neglect hotline on a 24 hours a day basis (seven days a week, including holidays and weekends); after hours only (considered all non-business hours); or on an as-needed basis (temporary while the county is experiencing weather related outages, resource shortages, technical outages and other issues affecting the county's ability to receive calls from reporters).

In these cases, the Contractor shall provide initial review services as defined in Volume 7 Rules (Code of Colorado Regulations 12-CCR-2509-2), and Colorado Revised Statutes, Title 19, the Children's Code. The Contractor shall staff the HCCC with supervisors and call-takers that have received Hotline worker/supervisor training and are certified as a Hotline worker/supervisor through the Child Welfare Training System. A list of certified worker/supervisor shall be made available on request. The HCCC's Hotline certified call-takers shall in these cases, the Contractor shall:

- a. Hire and maintain sufficiently qualified and trained supervisors and call-takers to complete these additional functions.
- b. Collect appropriate information from the reporters as required by CDHS and document in the Trails database.
- c. Notification will be provided to the county following the notification guidelines as established by CDHS and or in Rule.
 - i. During business hours, notify the County of receipt of a child abuse and neglect report via email and document the notification in the Trails database
 - ii. During after-hours (hours outside of the county's normal operating hours), the HCCC will make appropriate documentation then transfer reporters to the non-contracted county's queue.
- d. If the county has contracted for Information Gathering Services (also known as Call Coverage Services) the HCCC will manage the call accordance with the Memorandum of Understanding (MOU) established between the county and the HCCC and confirmed by CDHS.
- e. The Contractor will provide Information Gathering Services for counties once they have been approved by the Department of Human Services Executive Director and have entered into a mutually agreeable MOU that has been reviewed and confirmed by a CDHS Hotline designee.
- f. The HCCC will manage the development of the MOU and work with the county to get the necessary approvals.
- g. The State designated Hotline Staff member must confirm the MOU does not conflict with CDHS protocols, standards, policies and Rule.
- h. Reimbursement for the cost of providing these services will be negotiated and managed between the HCCC and the county via the MOU.
- i. The Contractor will maintain responsibility for ongoing management of the MOU and associated reimbursement processes.
- j. The Contractor will be given advance notice of a county's request and time to accommodate their request.
- k. Establish rapport with reporters and employ interviewing techniques to gather information related to child abuse and neglect
- l. Follow notification process as set forth in rule and by CDHS
- m. During business hours, notify the county of receipt of a child abuse and neglect report via email, and/or personal notification when needed.
- n. During afterhours, call the county to notify them of receipt of a child abuse and neglect report. If county is unavailable, continue to pursue contact, but send an email to ensure

they do get notice. The email does not replace the need for personal contact during afterhours.

- o. Transfer the referral to the appropriate county in the state automated case management system
- p. Obtain confirmation from county that the notification of a report referral has been received.
- q. Document the information regarding notification in the Trails system

5. Documentation Requirements

1. The Contractor shall utilize the TRAILS database to input information about all calls received through the HCCC. The information that must be captured is outlined in Volume 7 Rules, and as required by CDHS. At minimum the information should include:
 - Is the call related to child welfare?
 - Did the call require relay services for the deaf or hearing impaired?
 - Translation or Language assistance services?
 - Where the call was routed?
2. The Contractor shall utilize the Trails database to input information about all reports received through the HCCC via fax or email. The information that must be inputted is outlined in Volume 7 Rules, and as required by CDHS.

6. Training Requirements

1. The Contractor shall ensure all call-takers and supervisors are Child Welfare Hotline Certified and such certification must be maintained by meeting the State training requirements.
2. The Contractor shall train their personnel in the proper methods and techniques required to properly and satisfactorily accept phone calls, relay information, and employ customer service skills to interact with reporters, state and county staff in a professional and courteous manner.
3. The Contractor shall also train call-takers on HIPAA compliance.
4. All HCCC call-takers shall be thoroughly trained on the operations of the hotline system's call platform, TRAILS database, and any other system necessary to provide the Services outlined above. HCCC staff must be trained prior to taking calls.
 - a. Training will be available through CDHS.
5. If requested by a county, or counties, to provide any type of Telephone Answering Services on their behalf, the Contractor shall ensure it has a sufficient number of Hotline Certified call-takers and supervisors to provide the services articulated above in the back-up initial review services requirement.
 - a. Hotline call-taker/supervisor training will be available through the Child Welfare Training System
6. These requirements are subject to change. The Contractor has the ability to access on-going training through the Child Welfare Training System when policy or procedure changes warrant new training. CDHS will negotiate changes with the contractor.

8. Customer Service and Quality Assurance Requirements

1. The Contractor and all subcontractors shall be responsible for knowing and being in compliance with applicable Volume 7 rules, as well as Colorado Revised Statutes, Title 19, the Children's Code.
2. The Contractor must have a sufficient number of Hotline Certified call-takers available at all times to achieve the goals listed on the following measures on average and during peak call times:
 - a. Answer and attend to all calls within an accumulative average of 60 Seconds
 - b. Ensure call abandonment rate does not exceed the accumulative average of 3%
 - c. Provide notification of a report taken within 2 hours 95% of time.

* All three are based on accumulative totals.
3. A goals review will occur quarterly, unless an alternate schedule is required by CDHS.
 - a. CDHS may conduct quality assurance reviews of the HCCC's call recordings to assess the HCCC's quality of service.
 - b. The Contractor's performance under this IGA will also be monitored by CDHS for meeting the following criteria, and may involve input from stakeholders:
 - i. **SAFETY:** Degree to which contractor complied with applicable safety regulations for this project as described in the IGA.
 - ii. **CUSTOMER SERVICE:** Degree to which contractor was responsive to CDHS' requests for assistance.
 - iii. **COMPLIANCE:** Degree to which the Contractor conducts work in compliance with applicable Volume 7 Rules.
 - iv. **QUALITY:** Degree to which products and/or services meet or exceed standards set forth in the IGA, including exhibits and attachments thereto (collectively, "Intergovernmental Agreement or Interagency Agreement").
 - v. **TIMELINESS:** Degree to which contractor supplied products or services within the time frames identified in the IGA.
 - vi. **QUANTITY:** Degree to which the contractor supplied products and services meeting the specifications and in the amounts set forth in the IGA.
 - vii. **FLEXIBILITY:** Degree to which contractor adjusted to CDHS' changing needs.
 - viii. **TECHNOLOGY:** Degree to which contractor utilized current technologies to deliver and support products and services specified in the IGA.
 - ix. **SUPPORT:** Degree to which the HCCC monitored the HCCC number (303-866-3004) and provided support to Counties and/or call-takers experiencing technical difficulties or the need for added services.
 - x. **COST:** Degree to which the Contractor complied with the cost limitations specified in this agreement
 - c. Fiscal Monitoring shall consist of a desk audit of source documentation and previously submitted invoices. The fiscal monitoring shall happen at least once a year. CDHS will provide guidance regarding source documentation and fiscal monitoring guidelines.
 - d. CDHS shall have thirty (30) calendar days from the date that a performance review has been conducted, to evaluate the work. If CDHS believes in good faith that performance fails to meet the specifications, or is otherwise deficient, then CDHS

shall notify the Contractor of the failure or deficiencies in writing within fifteen (15) calendar days of: 1) the date the performance, if CDHS is aware of the failure or deficiency at the time; or 2) the date CDHS becomes aware of the failure or deficiency. The above time frame shall apply to all performance and/or deliverables, except for those deliverables that have a different time negotiated in writing pursuant to CDHS' fiscal rules.

4. The Contractor shall conduct its own quality assurance reviews by listening in on live calls or call recordings to ensure reporters routed to the HCCC receive timely, efficient, friendly and thorough service.
5. If the Contractor is requested to provide Telephone Answering Services (see section C.4), for a count, the Contractor will be held to the same performance expectations as Colorado counties including:
 - a. Timely documentation of information in the statewide Trails database system
 - b. Use of enhanced screening to ascertain risk and protective factors
 - c. Use of other state information systems to search for information relevant to individuals identified in reports of abuse
6. The Contractor shall support county call-takers with technical assistance as needed including:
 - a. Troubleshooting the web-based telecommunications and information technology systems utilized for the hotline system.
 - b. Program county business days and hours into the hotline system so that call routing is accurate.
 - c. Build and activate new agent profiles for HCCC and county call-takers.
 - d. Deactivate agent profiles for HCCC and county call-takers as needed.
 - e. Assist call-takers for HCCC and counties with submitting help-desk tickets for telephonic issues when they arise.

9. Telecommunications and Information Technology Requirements

The Contractor shall procure and maintain all equipment necessary to provide the services outlined in statement of work. The information systems referenced in this Contract, such as the **Comprehensive Child Welfare Information System**, are web-based applications, to which the Contractor will have access depending on the type of service requested by counties.

The Contractor shall meet or exceed the minimum telecommunications and information technology requirements needed to be compatible with the statewide hotline system. These requirements include the following:

1. The service provider's telephone system must have direct inward dialing (DID), and each HCCC call-taker must have their own DID numbers.
2. Data connectivity requirements include no less than the following:
 - a. HCCC call-takers' bandwidth needs: peak 333Kb, 270Kb Steady State after login
 - b. HCCC supervisors' bandwidth needs: 1200Kb peak and steady state
 - c. Necessary and appropriate applications, browsers and connectivity to perform the functions outlined in this agreement.

3. The Contractor shall ensure they are utilizing current technologies and associated applications to be able to receive calls and process them accordingly within the Trails database.
4. Maintain current and updated applications and software necessary to meet the requirements of the SOW.
5. The Contractor must submit access forms to the Governor's Office of Information Technology ("OIT") for each HCCC call-taker that requires access to the state automated case management system and any other State of Colorado information system needed to provide the services outlined in this Contract. These access forms must be submitted to OIT at least two weeks prior to when the call-taker will need access to the information systems.
6. The Contractor shall comply with the State's information security policies.
7. The Contractor shall comply with CDHS' HIPAA Privacy and Security policies.

10. Transition Planning

At the end of the IGA period, CDHS reserves the right to transition the HCCC to an alternate service provider or to CDHS. The Contractor shall create and maintain a transition-out plan that clearly describes what is to be done upon agreement of transition. Upon termination of the IGA for any reason, the Contractor shall provide reasonable advance notice and assist the Department in transferring responsibility for providing these services either to an alternative service provider or to the Department itself. The Contractor shall make every effort to ensure the transfer is completed in a manner that prevents reporters or state and county staff from experiencing any interruption in service.

11. Emergency Planning

The Contractor shall develop and keep updated an Emergency Services Plan that ensures operation 365 days a year on a 24-hour basis. The plan shall include specific steps to overcome:

- Power Outages
- Network Outages (telephone lines and trunks, LAN and WAN)
- Telephone Outages
- Resource Shortages (shortage of people to meet performance requirements)
- Computer Outages
- Weather-Related Disasters
- Loss of Facilities

12. Change Management.

The contractor shall:

1. Agree that any changes greater than 20% between Non-Personnel Services related budget categories must have prior written approval from the designated CDHS contact responsible for overseeing this agreement.
2. Any changes greater than 5% for Personnel Services related budget line items, must have prior written approval from the designated CDHS contact responsible for overseeing this agreement must have prior written approval from the designated CDHS contact responsible for overseeing this agreement.

3. Any request for a modification to the budget shall be submitted at least 90 days prior to the end of the contract period and may require an amendment.
4. Contractor will provide a projected budget to CDHS no later than January 7th of each year providing detailed explanation for any increases and requests for addition funding. It is understood such requests are not guaranteed, but will be seriously reviewed and addressed by CDHS.

13. Travel Stipulations

Travel is expected to be minimal, and shall be reimbursed at the prevailing state rate.

14. Performance Measures Overview

1. Contract Performance Measures

The parties will identify and agree upon up to 5 Performance Measures for use by the Parties hereunder.

1. Measures:

- a. Answer and attend to all calls within an accumulative average of 60 Seconds.
 - i. Ensures that reporters can expect to reach a live person in a reasonable amount of time when making a report. This will help prevent reporters from deciding not to leave a report.
 - ii. Help HCCC access whether they need additional resources to answer incoming calls.
- b. Ensure call abandonment rate does not exceed the accumulative average of 3%
 - i. Provides key measure when forecasting the necessary resources to meet the demand to make reports.
- c. Provide notification of a report taken within 2 hours 95% of time.
 - i. Helps with counties meeting their timeliness of response goals by ensuring reports are delivered in a timely manner so they can be properly accessed.

* All three are based on accumulative totals.

2. As to each Performance Measure, the Contractor shall collect and report to the State within 5 business days of each month for 12 months, performance data utilizing reporting tools, data collection protocols, and forms that are mutually agreed to. At minimum the HCCC will utilize the following format and example:

Entity	Total Calls	Abandoned % *	Avg Accept Time *	CA/CN Reports	Avg Submit Time (min)	% < 2 HRS
HCCC JAN	4,045	0.96%	0:00:25	1,549	42	98.10
HCCC FEB	4,427	0.45%	0:00:18	1,534	40	98.50
HCCC YTD	8,472	0.71%	0:00:22	3,083	41	98.30
TARGET	N/A	> 3.0%	> 0:60:00	N/A	N/A	> 95%
% of ATTAINMENT	N/A	100%	100%	N/A	N/A	100%

15. Payment Terms

Payment will be made within 45 days of the State's receipt of a valid invoice for the time and effort to conduct the work of this Contract and the invoice will be approved by CDHS. At a minimum the invoice shall include an itemized statement of services, including rates/hours for FTEs

16. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by CDHS, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Contract Maximum Amount Available per Fiscal Year.

Exhibit B3 - Budget

26 IHFA 200956

eC: 2513615

OPERATING EXPENDITURES SUMMARY (2025-26)

PERSONNEL SERVICES - SALARY & FRINGE			\$	1,103,658.56	
TRAVEL			\$	500.00	
SUPPLIES & OPERATING			\$	31,800.00	
OTHER SERVICES AND/OR SUBCONTRACTORS			\$	32,780.00	
MAINTENANCE			\$	7,000.00	
INDIRECT			\$	176,360.78	
TOTAL COST			\$	1,352,099.35	
PERSONNEL SERVICES - SALARY & FRINGE					
Position Title / Employee Name	Salaries Estimated Increases for 2026	Description of Work	Gross Salary	Fringe	Total Gross Salary + Fringe
Program Manager	3%	Administration, management, supervision, oversight of the hotline operations, management of hotline budget, oversight of the training certification processes, management of the data and CQI	\$70,297.50	\$19,463.63	\$89,761.13
Supervisor X 3 FTE	3%	Supervision of call-takers, training, evaluation of staff, quality assurance	\$170,710.14	\$53,307.83	\$224,017.97
Call-Takers					
Day Shift	3%	\$17.58/Hour x 5 FTE	\$182,853.84	\$75,986.01	\$258,839.85
Night/Weekend Shift	3%	\$18.73/Hour X 8.4 FTE	\$327,170.19	\$130,183.43	\$457,353.62
Weekend Shift	COMBINED THIS WITH NIGHT SHIFT				
Back-up Coverage	3%	\$18.73/Hour X 1 FTE	\$38,948.83	\$15,498.03	\$54,446.86
Overtime		3% of Call Taker gross salary	\$16,469.19		\$16,469.19
Unemployment Insurance	.3% of Gross pay	.3% of Gross Pay	\$2,369.94		\$2,369.94
Employee Hiring Costs	None	\$100/Employee Screening Costs	\$400.00		\$400.00
		Total Personnel Services	\$809,219.63	\$294,438.93	\$1,103,658.56
TRAVEL					
Item	Description of Item				TOTAL
Travel	Ongoing Travel: 5,400 Miles @ .58				\$ 500.00
Lodging	12 x \$200/Day				\$ -
Per Diem	\$50/Day @ 24 Days				\$ -
				Total Travel	\$ 500.00
SUPPLIES & OPERATING					
Item	Description of Item				TOTAL
Supplies	\$400/month x 12 mos.				\$ 4,800.00
Rent	\$750/month x 12 mos.				\$ 9,000.00
Cell Phones	4 phones+6 remote hotspots+27 additional data packages per mandate \$1500/month				\$ 18,000.00
				Total Supplies & Operating	\$ 31,800.00
OTHER SUPPLIERS AND/OR SUBCONTRACTORS					
Item	Subcontractor / Entity Name				TOTAL
IT Services	Mirage Technologies				\$ 32,000.00
Records Shredding	Mobile Records Shredders \$65.00 Month				\$ 780.00
				Total Suppliers and Subcontractors	\$ 32,780.00
MAINTENANCE					
Item	Subcontractor / Entity Name				TOTAL
All Equipment	Ongoing Maintenance and Replacement Costs				\$ 7,000.00
				Total Maintenance	\$ 7,000.00
INDIRECT					
Item	Description of Item				TOTAL
	Indirect Cost calculated at 15% for Administrative, Accounting, Human Resources, Accounts Receivable/Payables, Payroll Preparation, Audit Services				\$ 176,360.78
				Total Indirect	\$ 176,360.78
TOTAL COSTS			\$1,352,099.35		

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/12/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving Resolution reauthorizing participation in the “Rural Jump Start-Program.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):



**RESOLUTION RE-AUTHORIZING
PARTICIPATION IN THE RURAL JUMP-
START PROGRAM**

Resolution No. 2025-_____

WHEREAS, Prowers County, Colorado through its Board of Commissioners adopted resolution No. 2017-9 on May 9th, 2017, recognizing the benefits of promoting economic development in Prowers County, Colorado; and

WHEREAS, Prowers County, continues its commitment to the economic development of the area by re-authorizing participation in the Rural Jump-Start Program, and

WHEREAS, the State of Colorado has enacted the Rural Jump-start Zone Act, C.R.S. 39- 30.5-101, *et seq.*, to assist local economies within the State of Colorado which have experienced increased economic downturn as measured by changes in such factors as population, employment, weekly wage, assessed value of all property, and concentration of pupils eligible for free or reduced lunch; and

WHEREAS, the Board of Commissioners of Prowers County, Colorado concur with the State of Colorado in recognizing the imperative nature of keeping local economies within the State of Colorado strong for the purposes stated by the Colorado Legislature in C.R.S. 39-30.5-102; and

WHEREAS, the Board of County Commissioners for Prowers County, Colorado, after due deliberation, has determined that it is in the best interest of the citizens of Prowers County, Colorado for the county to continue its participation in the Rural Jump-start Program authorized by the State Legislature in C.R.S. 39-30.5-101, *et seq.*;

NOW THEREFORE, BE IT RESOLVED that:

1. Pursuant to C.R.S. 39-30.5-106, as determined by the Board of Commissioners of Prowers County, Colorado to be appropriate, Prowers County, Colorado will provide incentive payments, exemptions, or refunds to new businesses to eliminate or reduce the business personal property tax imposed on all new businesses by Prowers County, Colorado.

2. Incentive payments, exemptions, or refunds, provided by the Board of Commissioners of Prowers County, Colorado pursuant to this Resolution shall be limited to only those new businesses within Prowers County, Colorado approved by the Colorado Economic Development Commission to participate in the Rural Jump-start program.



3. In no event shall the incentive payments, exemptions, or refunds granted pursuant to this Resolution be granted for more than eight (8) years for each such new business.

4. This Resolution reauthorizes the Program, subject to such modifications as are deemed appropriate to its original.

PASSED AND ADOPTED by the Prowers County, Board of County Commissioners, this __ day of ____, 2025.

BOARD OF COUNTY COMMISSIONERS

Ron Cook _____
County Commissioner

Roger Stagner _____
County Commissioner

Ty Harmon _____
County Commissioner

ATTEST:

Jana Coen, County Clerk

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/14/25

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 Contract with Reassurance Solutions in the amount of \$22,000 for holding cell monitoring system for providing staff early notice of medical and addiction issues and authorizing Prowers County Sheriff, Sam Zordel to execute the agreement.

Justification or Background: This project would be funded through the commissary account; annual subscription would need to be budgeted for out of future general fund moneys.

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

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

Approved by the County Attorney on: 9-15-2025

Additional Approvals (if required):



Reassurance Solutions, LLC
PO BOX 766
Benton, KY 42025
info@reassurancesolutions.com

Customer Billing Address: Powers County CO 103 E Oak St, Lamar, CO 81052 Contact Name: Marsha Page Phone: (719) 336-8050 Email: mpage@powerscounty.net			Date: 9/12/2025 Seller Rep: Michael Barrow	
Product	Quantity	Price Each (USD)	Extension	
XK300 Sensor	3	\$5,000	\$15,000	
Gateway	2	\$500	\$1,000	
Annual Subscription	3	\$900	\$2,700	
Subtotal			\$18,700	
Installation Package			\$3,300	
Total Amount Due			\$22,000	

TERMS AND CONDITIONS OF SALE

Customer acknowledges purchase of the above itemized Products and agrees that the following Terms and Conditions of Sale govern Customer's purchase of the Products from Reassurance Solutions ("Seller"), including all components, technology, and software.

I. Product Manufacturer. Customer understands and acknowledges that the Products sold herein are manufactured by Xandar Kardian, Inc., a Delaware corporation with a business address of 17 State Street, #4000, New York, NY 10004 (the "Product Manufacturer"), and that Seller has no corporate affiliation with the Product Manufacturer and is not responsible for the design, manufacture, functionality, or operation of the Products.

II. Exclusive Agreement Customer agrees to exclusively permit Seller to install the products and services described herein (hereinafter referred to as the "Offering"). Reassurance Solutions shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Seller and Customer agree that



no other type of inmate autonomous monitoring devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

III. Product Implementation. Customer shall engage with Reassurance Solutions to schedule and allow access for installation of required cabling, cable termination, conduit installation and all required hardware for turnup of service (collectively Platinum Installation Package). In the event the Customer elects to use an outside contractor or an internal resource for cable installation, the Customer is solely responsible for ensuring the cable quality and installation meets the specifications outlined in a separate document that will be provided if you choose this option. Customer will be solely responsible and charged for time and materials for any cabling and/or conduit that requires replacement due to out-of-specification installation or cable quality.

IV. Annual Software Support Subscription Term and Fees. Customer agrees to pay to Seller an annual software support fee as charged in the invoice (Annual Subscription Fee) every twelve (12) months with Customer's first Annual Subscription Fee included and due as part of the Total Amount due under this Invoice. At the end of the one (1) year Term, Customer's access to Product Manufacturer software support services shall renew for one-year Terms upon Customer's payment of Seller's Invoice for such Annual Fee unless Customer gives Seller written notice of non-renewal at least sixty (60) days prior to the end of the then current Term or if Customer does not pay Seller invoice by any future anniversary date of the installation date. The Annual Subscription term begins at date of installation. Non-payment of the Annual Subscription will result in Customer access to the dashboard being removed for all users and Customer's hardware warranty will become void. Payment for Annual Subscription services, after an Annual Subscription lapses, will re-establish Customer access to the dashboard, but the hardware warranty will not be re-established. The hardware warranty is for a maximum of 5 years from the installation date.

In consideration for the Annual Subscription Fee, Customer shall have access to Product Manufacturer's direct provision of software support services to Customer and Seller's facilitation thereof, which facilitation shall be limited to escalating Customer's Product software service requests to the Product Manufacturer for direct resolution within twenty (24) hours of Seller's receipt of a service request. Customer service requests should be entered as described in training for escalation to the Product Manufacturer. Seller does not warranty support for the product or platform as Seller is a reseller who will do their best to help Customer. Manufacturer is responsible for product and platform support.

V. NO WARRANTIES, REPRESENTATIONS OR LIABILITY. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER TO CUSTOMER, INCLUDING ANY POLITICAL SUBDIVISION (as defined by KRS 65.005) OF WHICH CUSTOMER IS A PART, ANY EMPLOYEE, OFFICER OR REPRESENTATIVE OF CUSTOMER, OR ANY SUCH POLITICAL SUBDIVISION, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMIT, ANY INDIVIDUAL UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, REGARDING ANY PRODUCT OR SERVICE SOLD TO OR SUBSCRIBED TO BY CUSTOMER



HEREUNDER, OR TO WHICH CUSTOMER MAY LATER SUBSCRIBE OR PURCHASE FROM SELLER OR THE PRODUCT MANUFACTURER, AND SELLER, FOR ITSELF, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMIT, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEGRITY, OPERABILITY, CONNECTIVITY, OR THAT THE PRODUCTS OR SERVICES OR DATA TRANSMITTED VIA THE PRODUCTS OR SERVICES WILL BE FREE OF DEFECTS OR ERRORS, TIMELY, UNINTERRUPTED, OR ACCURATE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES OR THE PRODUCT MANUFACTURER'S TECHNOLOGY OR OTHER PROPERTY USED TO FURNISH THE PRODUCTS OR SERVICES, WILL BE FREE OF VIRUSES OR OTHER HARMFUL AGENTS. CUSTOMER FURTHER AGREES THAT SELLER IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, TO CUSTOMER OR ANY POLITICAL SUBDIVISION OF WHICH CUSTOMER IS A PART, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING ANY PERSON EMPLOYED BY, UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, FOR TRANSMISSION OF ANY DATA BY OR VIA THE PRODUCTS, NOR FOR THE CONTENT, ACCURACY OR TIMELINESS OF ANY SUCH TRANSMITTED DATA, NOR FOR THE OPERATION OR FAILURE TO OPERATE, OR ANY DEFECT, ERROR OR MALFUNCTION OF ANY PRODUCT OR SERVICE IMPLEMENTED AT CUSTOMER'S FACILITY, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS TO THE FULL EXTENT PERMITTED BY LAW FOR AND FROM ALL THIRD-PARTY CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY AND ALL OF THE ABOVE.

VI. Customer Responsibility. Customer agrees that following completion of implementation and integration of purchased equipment (collectively Implementation), all liability for use of the Xander Kardian product, including but not limited to; proper use, monitoring, periodic hardware condition and functionality evaluation and actionable response to alerts are the sole responsibility of the Customer. Reassurance Solutions will not and does not monitor the operating status, alert status or actionable response for any associated hardware required for using the Product Manufacturer's products.

VII. General. All notices required or permitted to be given by this Agreement shall be made in writing and shall be sent to the receiving party (whether Customer or Seller) by a recognized overnight commercial carrier or certified U.S. mail to the receiving party's address first given above or such other address as a party may specify from time to time in writing. This Agreement constitutes the entire agreement between Seller and Customer with respect to the Products and services described herein, and supersedes all prior understandings and agreements, including all prior invoices, whether written or oral, that relate to same. Any term of this Agreement may be amended, modified, or waived only with the written consent of both parties or their permitted successors and assigns. Should any provision of this Agreement be held by a Colorado court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the Parties) to eliminate the



illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect. This Agreement and all disputes arising under or related to it shall be governed by the laws of the State of Colorado. Each party in making and performing this Agreement is an independent contractor, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Neither party will assign its rights or delegate its obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign its obligations under Section III above to any corporate affiliate of Seller. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, adobesign@adobesign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

By signing both parties acknowledge and agree to the above by Customer and Seller's authorized representatives signing below:

REASSURANCE SOLUTIONS, LLC	Prowers County, CO
Signature: 	Signature:
Name: Jon Lloyd	Name:
Title: President	Title:
Date: 12 September 2025	Date:

To be filled in by Reassurance Solutions, LLC
Install Date:

INVOICE

Reassurance Solutions, LLC
PO Box 766
Benton, KY 42025

info@reassurancesolutions.com
+1 (416) 432-2541
reassurancesolutions.com



Bill to
Marsha Page
Prowers County CO
103 E Oak St
Lamar, CO 81052 USA

Ship to
Marsha Page
Prowers County CO
103 E Oak St
Lamar, CO 81052 USA

Invoice details

Invoice no.: 1182
Terms: Net 30
Invoice date: 08/05/2025
Due date: 09/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Medical Sensor	Medical Sensor - XK300	3	\$5,000.00	\$15,000.00
2.		Gateway	Medical Gateway - 4 Port	2	\$500.00	\$1,000.00
3.		Installation of Medical Devices	Installation of Medical Devices and Gateways	3	\$1,100.00	\$3,300.00
4.		Annual Maintenance Fee	Dashboard and Device Maintenance	3	\$900.00	\$2,700.00

Total **\$22,000.00**

Mail Payment made out to "Reassurance Solutions" to:
PO Box 766, Benton, KY 42025

Overdue

09/04/2025

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/15/25

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 CTSI 2025 County Health Pool Employer Insurance Options and Rates and authorizing County Financial Director, Paula Gonzales to execute the Option Selection Form.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

Please return to Marissa Gaertner no later than
**October 7, 2025! (Due by September 30, 2025 if utilizing Online
Enrollment!)**

2026 Employer Options

Medical (Check one or more)

- ☐ PPO Plan A
- ☐ PPO Plan B500
- ☐ PPO Plan B1000
- ☐ PPO Plan B1500
- ☐ PPO Plan B2000
- ☐ HDHP 2000
- ☐ HDHP 2500
- ☐ HDHP 5000
- ☐ NO CHANGE

Dental (Check one or more)

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

Vision (Check one)

- ☐ Vision
- ☐ No Vision
- ☐ NO CHANGE

Check one

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

Life-Check one

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

Check one

- ☐ Employer Paid
- ☐ Employee Paid

Rate Structure

☐ 2 Tier

☐ 3 Tier

Completed by:

Name: _____

Entity Name: _____

Date: _____

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

Email; mgaertner@ctsi.org

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:09/15/2025

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: Due 9/19, notified them of this meeting date

Item Title/Recommended Board Action: Consider approval of Scope of Work for Child Fatality and Maternal Child Health and authorizing Public Health Director Meagan Hillman to execute the document and to put it the document on agency letterhead.

Justification or Background:

This combines what were previously 2 streams of funding into a single document for ease of payment by CDPHE.

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

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

Approved by the County Attorney on: 9-16-2025

Additional Approvals (if required):

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

THANK YOU!

STATEMENT OF WORK

I. Entity Name: Prowers County Public Health

II. Project Description:

This project supports two complementary public health initiatives that work together to improve the health, safety, and well-being of Colorado children and families.

First, this project advances the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, must establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). These teams systematically examine child deaths to better understand how and why they occur. Using a public health approach, the review process identifies trends and patterns, recommends actions, and implements strategies that can reduce the risk of future fatalities. This work benefits Colorado by helping communities understand the causes of child deaths, identifying effective prevention services, uncovering service gaps, and recommending changes to laws, policies, and systems that promote safe and healthy development for all children.

Second, the project strengthens Colorado's Maternal and Child Health (MCH) Program, which develops, implements, and evaluates evidence-based local action plans to improve outcomes for women, children, youth, and families. The MCH program includes upstream, population health strategies that improve the lives of the maternal child health population. Every five years, Colorado's MCH Program conducts a state-level needs assessment of the health and well-being of women, children, youth and families to guide state and local public health work and to meet Title V MCH Block Grant requirements. The goal of the assessment is to gather information to understand what issues are facing this population and then to identify seven to ten specific priorities that can be positively impacted by public health work during the next five years. State and local MCH staff use the selected MCH priorities to focus efforts, align resources, and to positively impact the lives of Colorado women or reproductive age (15-44), children and youth including those with special health care needs, and their families.

Together, these initiatives use evidence-based strategies, community partnerships, and systems-level change to prevent child fatalities, address health disparities, and create stronger, healthier futures for Colorado's children and families.

III. Definitions:

1. **CDPHE** – Colorado Department of Public Health and Environment
2. **CHAPS** –The Colorado Health Assessment and Planning System
3. **CFPS** – Child Fatality Prevention System
4. **CRS** – Case Reporting System
5. **CYSHCN** – Children and Youth with Special Health Care Needs
6. **FTP** – File Transfer Protocol
7. **MCH** –Maternal and Child Health
8. **SUID** – Sudden Unexpected Infant Death

IV. Work Plan

Goal #1: To cultivate an environment where all individuals, families, and communities can thrive.

Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.

Primary Activity #1: The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.

Sub-Activity #1:

1. The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team.
 2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.
 3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
 4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
 5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the "Prevention Initiatives Resulting from the Review" section (Section L) of the National Center for Fatality Review and Prevention's CRS.
 6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click "Data entry completed for this case" (in Section P) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
-

Primary Activity #2: The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.

Sub-Activity #2:

1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.
2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.
3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.

4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.
5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.
6. The Contractor shall implement evidence-based, equitable system improvements at the local level.
7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.

Primary Activity #3: The Contractor shall participate in training opportunities.

Sub-Activity #3:

1. The Contractor shall attend CDPHE-approved local team trainings.
 2. The Contractor shall attend CDPHE-approved web-based trainings.
-

Primary Activity #4: The Contractor shall evaluate the Colorado CFPS.

Sub-Activity #4:

1. The Contractor shall complete the CFPS Local Team Survey.
-

Objective #2: No later than the expiration date of this contract, improve the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.

Primary Activity #5: The Contractor shall implement evidence-based strategies to improve MCH, including CYSHCN.

Sub-Activity #5:

1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one (1) or more selected priority(ies) to be implemented, which may include CHAPS.
 2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.
 3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.
-

Primary Activity #6: The Contractor shall either:

- a. Participate in the Mid-Year check-in call or;
 - b. Complete an electronic Mid-Year check-in form.
-

Sub-Activity #6:

1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.
2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.
3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.
4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.
5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.
6. The Contractor shall implement evidence-based, equitable system improvements at the local level.
7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.sos.state.co.us/CCR/Welcome.do>.
3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.
4. The Contractor shall adhere to processes and policies outlined in the [Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System](#) to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
5. The Contractor shall adhere to processes and policies outlined in the [Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System](#) to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
6. The Contractor shall adhere to processes and policies outlined in the [Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System](#) to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.

8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at <https://data.ncfrp.org>.
9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.
10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two months of the end of the year.
11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/>.
12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.
13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:
 14. local team data reports,
 15. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
 16. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
 17. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.
 18. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at <http://www.cochildfatalityprevention.com/>.
 19. The Contractor shall provide information on local level prevention strategies and system improvements.
 20. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.
 21. CDPHE will provide the Contractor with training opportunities.
 22. CDPHE will provide the CFPS Local Team Survey to the Contractor.
 23. CDPHE will provide progress report templates to the Contractor.
 24. The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA's receiving under \$50,000. This information is located on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference.
 25. CDPHE will provide the electronic program templates for the implementation of work represented in this contract:
 - a. MCH Annual Reporting Form, to be provided via email no later than thirty (30) days before the form is due.
 - b. Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.
 - c. MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.

26. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
27. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

Expected Results of Activity(s)

1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.
2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.
3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.
4. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

Measurement of Expected Results

1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS' review criteria within the local team's jurisdiction.
2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.
3. Completion of the electronic Mid-Year Check-in Call or Form.
4. Completion of the electronic MCH Annual Reporting Form.

Deliverables

Description	Completion Date
1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 12/31, annually
2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	No later than two (2) designated dates, 12/31 and 6/30, annually

Description	Completion Date
3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually
4. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
5. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
6. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

V. Budget

CFPS	
Quarter	Total Payment
July 1 through September 30 to be paid after September 30	\$ 1,275.00
October 1 through December 31 to be paid after December 31	\$ 1,275.00
January 1 through March 31 to be paid after March 31	\$ 1,275.00
April 1 through June 30 to be paid after June 30	\$ 1,275.00
Total	\$ 5,100.00

MCH	
Quarter	Total Payment
July 1 through September 30 to be paid after September 30	\$ 4,339.25
October 1 through December 31 to be paid after December 31	\$ 4,339.25
Total	\$ 8,678.50

VI. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. Additional Provisions – Invoicing

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

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

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

B. Entire Agreement

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

VII. Monitoring:

CDPHE’s monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention’s CRS, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor.

VIII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time

lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this Purchase Order.

IX. Attestation

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

Contractor Name (Print) and Title

Contractor Signature

Date

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/16/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving of sending a Letter of Termination to RET Services, LLC regarding the Vaqueros Building Rental Agreement between Prowers County and RET Services, LLC.

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 Street, 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

Date: 9/23/25

To: RET Services LLC.
C/O Shanna Riley-Clevenger
P.O. Box 653
La Junta, CO. 81050

Subject: Notice of termination of Vaqueros Building Rental Agreement

Dear Ms. Riley-Clevenger,

Prowers County hereby provides formal notice of termination of the Vaqueros Building Rental Agreement dated August 18, 2023. The Vaqueros building is being repurposed and will no longer be available for rental use as of December 1, 2025. Between now and December the building will be undergoing some renovations and may not be available from time to time. Please contact the County Administrator to confirm availability each week beginning in October. The Board of County Commissioners has greatly appreciated the working relationship with RET Services, LLC. since 2023 and wish the organization the best moving forward.

Please feel free to reach out to the County Administration Office at 719-336-8025 with any additional question or comments.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Ron Cook _____
County Commissioner

Roger Stagner _____
County Commissioner

Ty Harmon _____
County Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-23-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 9-16-2025

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one Commissioner Designee and one Alternate to the CCI Legislative Committee to vote on the 2026 CCI Legislative Priorities and authorizing Chairman Ron Cook to certify the appointment.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



Legislative Committee Commissioner Designation Form

*Each Board of County Commissioners must designate a commissioner
to serve on CCI's Legislative Committee to vote on the 2026 Legislative Priorities.*

Declaration of Designee:

The BOCC appoints Commissioner _____ to serve
(First & Last Name)

on CCI's Legislative Committee on behalf of _____ county.
(County Name)

Declaration of Alternate:

In the event our designee is no longer able to participate in this meeting; we designate

Commissioner _____ as alternate.
(First & Last Name)

Certification by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Please return or send questions to Kieran Boes

KBoes@ccionline.org

Due: Monday, September 29, 2025

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/17/25

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 contract with Gobin's Inc. for a new copier machine at the Consolidated Return Mail Center (CRMC) and authorizing CRMC Operations Manager, Santiago Lopez to execute the Contract.

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):



Page Management Agreement

APPLICATION NO
3181607

CONTRACT NO

Gobin's Inc. - 615 N Santa Fe Ave. - Pueblo, CO 81003

This document is written in "plain English". The words "Customer" "you", and "your" refer to you, as the customer. The words, "Gobin's", "we", "us" and "our" refer to Gobin's, Inc. or its successors and assigns.

Full Legal Name			Street Address		Suite No.
Prowers County CRMC			100 North Snowden Street		0
City	State	Zip	Phone	Fax	
Granada	CO	81041	(719) 454 - 1025	(719) 454 - 1024	
Billing Name (If different from above)			Billing Address		Suite No.
Prowers County CRMC			301 South Main st		0
City	State	Zip	Email Invoices to:		
Lamar	CO	81052	slopez@prowerscounty.net		
Equipment Location (If different from above)					
100 North Snowden street					

MAKE/MODEL NO./ACCESSORIES	QTY	SERIAL NO.	STARTING METER
Canon C5760i	1	3AC01494	
High Capacity Feeding Unit - A1	1		
Staple Finisher Y - 1	1		
2/3 Hole Punch Unit - A1	1		
Buffe Pass Unit L - 1	1		
HP E67650dn Managed MFP	1	MXBCN9F11P	
550 - Sheet tray with Cabinet	1		
Analog 700 Fax For E67650	1		
ONE RATE = \$100.00			

AGREEMENT TERMS		AGREEMENT PAYMENT AMOUNT		SECURITY DEPOSIT
Term in Months	60	60	Payments of	\$509.22
SUBJECT TO ANNUAL APPROPRIATION		Agreement Payment Period is Monthly Unless Otherwise Indicated		(Plus Applicable Taxes)
Payment includes	ONE RATE B&W images per month	Excess images billed	monthly @	ONE RATE per B&W image
Payment includes	ONE RATE Color images per month	Excess images billed	monthly @	ONE RATE per Color image
Payment includes	scans per month	Excess images billed	@	per scan
All Secure Privacy Protection		Number of Devices:	2 x	\$8.00 per Device Per Month
Initials: ☒ Accept		Decline (applicable charges will be billed in addition to the Payment set forth above)		

END OF AGREEMENT OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value. 2. Renew the Agreement per Paragraph 1. 3. Return Equipment as provided in Paragraph 8.

This is a noncancelable/non-terminable agreement, meaning that this Agreement cannot be canceled or terminated. You acknowledge and agree that this Agreement consists of the terms and conditions set forth on the reverse side and on the following pages, and specifically include the attached (i) Prepaid Connected Services Addendum and the following Addendums (if box is checked): Government Contracting Addendum, Personal Guaranty Addendum, and Other: _____

OWNER ACCEPTANCE

9/17/2025	Gobin's, Inc.	<i>Paul Chavez</i>	Director of Sales
Dated	Owner	Signature	Title

CUSTOMER ACCEPTANCE

	Prowers County CRMC department	X	
Dated	Customer	Signature	Title
		Santiago Chavez - Lopez	
Federal Tax ID#		Print Name	

Gobin's, Inc. PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL NO ACCESSORIES" and as modified by supplements to this Page Management Agreement ("Agreement") signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the full periodic payment set forth on the first page hereto, plus applicable taxes ("Payment"), the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. Notice of your intent to return the Equipment must be sent by certified US mail to Gobin's, Inc., 615 N Santa Fe Ave., Pueblo, CO 81003, Attn: Contracts Distribution. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to lease or purchase and pay for Equipment pursuant to the terms of this Agreement or any other contract or agreement you may have entered into with us or your supplier. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.
2. **RENT:** Rent will be payable in installments, each in the amount of the Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly upon demand along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and cleaning material required for proper operation black (toner, color toner, and developer ("Consumables"). If your use of consumable parts and supplies exceeds the typical use patterns determined by us for these items by more than 10%, or should we determine in our sole discretion, that the items are being abused in any fashion, you agree to pay for such improper or excess use. Paper, media, and staples must be separately purchased by you. We may charge you a Supply Freight Fee to cover our costs of shipping/delivering supplies to you. We agree to provide initial prepaid connection services pursuant to the Prepaid Connected Services Addendum attached to this Agreement. We retain ownership of all Consumables until used or paid for by you. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us or purchased by you at the current price then in effect. Consumables do not include large format inks, print heads, maintenance kits and media.
4. **SERVICE CALLS:** Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be paid by Customer at the overtime ("Per Call") rates in effect at the time the service call is made. Customer agrees to promptly notify Gobin's of any requests for service, by contacting the Gobin's, Inc. Service Department. During the performance of Gobin's, Inc. maintenance services, Customer agrees that Gobin's, Inc. shall have the right to generate all copies/prints/taxes necessary to properly perform its service without being required to credit Customer's account. This Agreement does not include mileage on service calls for customers outside of Gobin's, Inc. normal geographic service area. Service performed after the termination, expiration or nonrenewal of this Agreement will be paid for by Customer on a "Per Call" basis at Gobin's, Inc. then published rates. All on-site service calls are billed at a one-hour minimum and 15-minute increments thereafter. All phone support calls are billed in 15-minute increments with a 15 minute minimum.
5. **METER READINGS:** Upon the election by Gobin's, Inc., Customer agrees to allow the installation of Gobin's, Inc. electronic meter collection tool to collect meters where applicable. If Customer refuses the use of the electronic meter tool at any time during the term of this agreement or any renewals, we may add an additional charge for the manual collection and entry of meters. If accurate meter readings are not provided, Gobin's, Inc. reserves the right to estimate Customer's meter readings based upon previous meter readings and bill Customer based upon such estimates or send an Gobin's, Inc. representative to visually inspect such meter readings, in which event Customer shall also pay Gobin's, Inc. an additional charge for such site visit.
6. **OWNERSHIP OF EQUIPMENT:** Until purchased and title transfers to you, if applicable, Gobin's, Inc. shall retain ownership and title to the Equipment (excluding software). If purchased, and if any amounts are due and owing to us for such Equipment, you grant us a security interest in the Equipment until we are paid in full. You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.
7. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
8. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it to another location without our prior written consent. At the end of the term of this Agreement (or any renewal term), you will return the Equipment to us at your expense, in retail resalable condition, full working order, and in complete repair, at a time, manner and location specified by us. You agree to allow us to inspect the Equipment at any time during normal business hours.
9. **LOSS OR DAMAGE:** You are solely responsible for the risk of loss of, or any destruction of, or any damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage, and agree to then pay to us the present value of the total of all unpaid rental payments for the full remaining rental term, plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at two percent (2%) per year ("Present Value Rate"). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
10. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured, at your cost, against all damage or loss and name us as loss payee in an amount not less than replacement cost of the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company acceptable to us and to include us as an additional insured on this policy. You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property damage insurance within 30 days after the Commencement Date of this Agreement, we may, at our sole discretion, either: (1) obtain insurance and you will pay us for any insurance premium and related charges, or (2) we may charge you a monthly property damage surcharge of up to .0035 of the original Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you, and we may make a profit on either option. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.
11. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the assignee will have the same rights and benefits but none of our obligations that we have under this Agreement, (i) the new owner will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 19 or under the Prepaid Connected Services Addendum, which obligations will remain our sole responsibility.
12. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or another party when due or if you fail to perform any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you agree: (1) to pay all sums due under this Agreement; (2) to pay the unpaid balance of this Agreement discounted at six percent (6%); (3) to pay the amount of any purchase option, and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; and (4) to immediately return the Equipment, at your sole cost, to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum or the maximum permissible legal rate, whichever is greater. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the state in which our principal office, or that of any assignee is located. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs, regardless of whether any legal action is actually filed. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.
13. **SECURITY DEPOSIT:** If required by us, any security deposit posted by you is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth on the first page hereto. If all conditions herein are complied with and provided you have not ever been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment.
14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal office is located, and shall be governed by and construed in accordance with such laws. You irrevocably agree that any judicial proceeding concerning this Agreement will be adjudicated in any court or courts in the state in which our (or, if we assign this Agreement, our assignee's) principal office is located, and you hereby waive transfer of venue. You agree to waive trial by jury in any action between you and us.
15. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase your payment, and the excess meter charge by a maximum of 15% of the existing charge.
16. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
17. **ALL SECURE:** Selection of the All Secure program will provide an authorized Gobin's, Inc. engineer to schedule a call either onsite or at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit Gobin's, Inc. will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed for the location noted on the first page, you must call Gobin's, Inc. to initiate this service. Failure to request our engineer to perform these steps before any equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by Gobin's, Inc. will not require pre-scheduling and a proof of completion will be provided by Gobin's, Inc. once the machine has been sanitized.
18. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer (Postage Manufacturer), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

PROWERS COUNTY **AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/17/25

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 contract with Gobin's Inc. for a new copier machine at the County Administration Office and authorizing County Administrator, Don Wilson to execute the Contract.

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):



Gobin's Inc.
11, rue des Érables

Page Management Agreement

APPLICATION NO

3193156

CONTRACT NO

Gobin's Inc. - 615 N Santa Fe Ave. - Pueblo, CO 81003

This document is written in "plain English". The words "Customer" "you", and "your" refer to you, as the customer. The words, "Gobin's", "we", "us" and "our" refer to Gobin's, Inc. or it successors and assigns.

Full Legal Name			Street Address		Suite No.
Prowers County Admin Assist			301 South Main Street		215
City	State	Zip	Phone	Fax	
Lamar	CO	81052	(719) 336 - 8029	0	
Billing Name (If different from above)			Billing Address		Suite No.
			301 South Main Street		215
City	State	Zip	Email Invoices to:		
Lamar	CO	81052	dwilson@prowerscounty.net		
Equipment Location (If different from above)					

MAKE/MODEL NO./ACCESSORIES	QTY	SERIAL NO.	STARTING METER
Canon C3930i	1		
Cabinet Type - W	1		
ONE RATE = \$150.00			

AGREEMENT TERMS			AGREEMENT PAYMENT AMOUNT			SECURITY DEPOSIT	
Term in Months	60		60	Payments of	\$347.36		
SUBJECT TO ANNUAL APPROPRIATION (mos)			Agreement Payment for next 6 Months is due 30 days in advance			(Plus Applicable Taxes)	
Payment includes	ONE RATE	B&W images per month	Excess images billed	monthly @	ONE RATE	per B&W image	
Payment includes	ONE RATE	Color images per month	Excess images billed	monthly @	ONE RATE	per Color image	
Payment includes		scans per month	Excess images billed	@		per scan	
All Secure Privacy Protection			Number of Devices: 1 x \$8.00 per Device Per Month				
Initials: X Accept			Decline (applicable charges will be billed in addition to the Payment set forth above)				

END OF AGREEMENT OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value. 2. Renew the Agreement per Paragraph 1. 3. Return Equipment as provided in Paragraph 8.

This is a noncancelable/non-terminable agreement, meaning that this Agreement cannot be canceled or terminated. You acknowledge and agree that this Agreement consists of the terms and conditions set forth on the reverse side and on the following pages, and specifically include the attached (i) Prepaid Connected Services Addendum and the following Addendums (if box is checked): ☐ Government Contracting Addendum, ☐ Personal Guaranty Addendum, and ☐ Other: _____.

OWNER ACCEPTANCE

9/17/2025	Gobin's, Inc.	<i>Not Executed</i>	Director of Sales
Dated	Owner	Signature	Title

CUSTOMER ACCEPTANCE

	Prowers County Admin Assist	X	
Dated	Customer	Signature	Title
		Don Wilson	
Federal Tax ID#		Print Name	

Gobin's, Inc. PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE MODEL NO. ACCESSORIES" and as modified by supplements to this Page Management Agreement ("Agreement") signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the full periodic payment set forth on the first page hereto, plus applicable taxes ("Payment"), the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. Notice of your intent to return the Equipment must be sent by certified US mail to Gobin's, Inc., 615 N Santa Fe Ave., Pueblo, CO 81003. After Contracts Distribution. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to lease or purchase and pay for Equipment pursuant to the terms of this Agreement or any other contract or agreement you may have entered into with us or your supplier. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.

2. **RENT:** Rent will be payable in installments, each in the amount of the Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly upon demand along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and clearing material required for proper operation black (inner, color) toner, and developer (Consumables). If your use of consumable parts and supplies exceeds the typical use patterns determined by us for those items by more than 10%, or should we determine in our sole discretion, that the items are being abused in any fashion, you agree to pay for such improper or excess use. Paper, media, and staples must be separately purchased by you. We may charge you a Supply Freight Fee to cover our costs of shipping/delivering supplies to you. We agree to provide initial prepaid connection services pursuant to the Prepaid Connected Services Addendum attached to this Agreement. We retain ownership of all Consumables until used or paid for by you. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us or purchased by you at the current price then in effect. Consumables do not include large format ink, print heads, maintenance kits and media.

4. **SERVICE CALLS:** Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be paid by Customer at the overtime ("Per Call") rates in effect at the time the service call is made. Customer agrees to promptly notify Gobin's of any requests for service, by contacting the Gobin's, Inc. Service Department. During the performance of Gobin's, Inc. maintenance services, Customer agrees that Gobin's, Inc. shall have the right to generate all copies, prints, takes necessary to properly perform its service without being required to credit Customer's account. This Agreement does not include mileage on service calls for customers outside of Gobin's, Inc. normal geographic service area. Service performed after the termination, expiration or nonrenewal of this Agreement will be paid for by Customer on a "Per Call" basis at Gobin's, Inc. then published rates. All on-site service calls are billed at a one-hour minimum and 15-minute increments thereafter. All phone support calls are billed in 15-minute increments with a 15 minute minimum.

5. **METER READINGS:** Upon the election by Gobin's, Inc., Customer agrees to allow the installation of Gobin's, Inc. electronic meter collection tool to collect meters where applicable. If Customer refuses the use of the electronic meter tool at any time during the term of this agreement or any renewal, we may add an additional charge for the manual collection and entry of meters. If accurate meter readings are not provided, Gobin's, Inc. reserves the right to estimate Customer's meter readings based upon previous meter readings and bill Customer based upon such estimates or send an Gobin's, Inc. representative to visually inspect such meter readings, in which event Customer shall also pay Gobin's, Inc. an additional charge for such site visit.

6. **OWNERSHIP OF EQUIPMENT:** Until purchased and the transfers to you, if applicable, Gobin's, Inc. shall retain ownership and title to the Equipment (excluding software). If purchased, and if any amounts are due and owing to us for such Equipment, you grant us a security interest in the Equipment while we are paid in full. You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.

7. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.**

8. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it to another location without our prior written consent. At the end of the term of this Agreement (or any renewal term), you will return the Equipment to us at your expense, in likeable condition, full working order, and in complete repair, at a time, manner and location specified by us. You agree to allow us to inspect the Equipment at any time during normal business hours.

9. **LOSS OR DAMAGE:** You are solely responsible for the risk of loss of, for any destruction of, or any damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage, and agree to then pay to us the present value of the total of all unpaid rental payments for the full remaining rental term, plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at two percent (2%) per year ("Present Value Rate"). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage to the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company acceptable to us and to include us as an additional insured on this policy. You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property damage insurance within 30 days after the Commencement Date of this Agreement, we may, at our sole discretion, either: (1) obtain insurance and you will pay for any insurance premium and related charges, or (2) we may charge you a monthly property damage surcharge of up to .0035 of the original Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you, and we may make a profit on either option. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

10. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the assignee will have the same rights and benefits but none of our obligations that we have under this Agreement. (i) the new owner will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 10 or under the Prepaid Connected Services Addendum, which obligations will remain our sole responsibility.

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12. **SECURITY DEPOSIT:** If required by us, any security deposit posted by you is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth on the first page hereto. If all conditions herein are complied with and provided you have not ever been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment.

13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assigned) principal office is located, and shall be governed by and construed in accordance with such laws. You irrevocably agree that any judicial proceeding concerning this Agreement will be adjudicated in any court or courts in the state in which our (or, if we assign this Agreement, our assignee's) principal office is located, and you hereby waive transfer of venue. You agree to waive trial by jury in any action between you and us.

14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including nothing us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve-month period, we may increase your payment, and the excess may charge by a maximum of 15% of the existing charge.

15. **UPGRADE/DOWNGRADE PROVISION:** AFTER ACCEPTANCE OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

16. **ALL SECURE:** Selection of the All Secure program will provide an authorized Gobin's, Inc. engineer to schedule a call either on-site at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit Gobin's, Inc. will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed from the location noted on the first page, you must call Gobin's, Inc. to initiate this service. Failure to request our engineer to perform these steps before any equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by Gobin's, Inc. will not require pre-scheduling and a proof of completion will be provided by Gobin's, Inc. once the machine has been sanitized.

17. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer (Postage Manufacturer), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/17/25

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 amended Resolution 2025-10 “Adopting A Flat Rate For Survey Plat Deposits” to include language clarifying “per plat” in paragraph 2 and section 2 of the resolution. The Amendment Resolution will be numbered as Resolution 2025-10A.

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):

RESOLUTION NO. 2025-10A

**RESOLUTION ADOPTING A FLAT RATE FOR SURVEY PLAT
DEPOSITS WITH THE PROWERS COUNTY LAND USE OFFICE
PURSUANT HB24-1269**

WHEREAS, Prowers County does not have an elected Surveyor to maintain a plat depository and the Prowers County Board of County Commissioners has appointed the Prowers County Land Use Office to maintain a survey plat records file and index system for plats per C.R.S. 38-50-101(2)(II); and

WHEREAS, the Colorado State Legislature has adopted Colorado HB24-1269 which established that all County Clerk and Recorder fees for survey plats will be a per plat, flat rate of \$40.00 with a \$3.00 surcharge; and

WHEREAS, HB24-1269 also repeals the per sheet fee in C.R.S. 30-1-103(2)(f) and replaces the per sheet fee with a flat rate fee per C.R.S. 30-1-103 (1); and

WHEREAS, the Prowers County Board of County Commissioners in effort to provide residents with consistent and efficient services where possible, find it necessary to adjust the plat depository fee to be equal to the recording fee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO, AS FOLLOWS;

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. Upon the adoption and execution of this Resolution, the fee to deposit survey plats to the Prowers County plat depository shall be a per plat, flat rate of \$40.00.

PASSED AND ADOPTED this _____ day of _____ 2025.

THE BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY, COLORADO

Ron Cook, Chairman

Roger Stagner, Commissioner

Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/17/25

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 Resolution for “Committing to a priority process for residential projects that include at least 50% affordable housing” in conjunction with Proposition 123.

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):



RESOLUTION NO. 2025-__

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY,
COLORADO COMMITTING TO A PRIORITY PROCESS FOR RESIDENTIAL PROJECTS THAT
INCLUDE AT LEAST 50% AFFORDABLE HOUSING**

WHEREAS, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by CRS-29-32-104; and

WHEREAS, Prowers County is a statutory county duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, Prowers County has adopted the Prowers County Zoning Regulation and requires zoning permits to be secured from the Prowers County Land Use Department prior to the construction, movement, conversion, extension, enlargement, or structural alteration of buildings of other structures in all Zoning Districts.

WHEREAS, Prowers County has opted to participate in and be eligible for Proposition 123 funding and programs; and

WHEREAS, Prowers County recognizes the importance of allowing and incentivizing affordable housing to be developed for its workforce and residents; and

WHEREAS, Prowers County recognizes that an affordable housing development project which has at least 50% of the units as affordable, as defined in statute (C.R.S. 29-32-101 and C.R.S. 29-32-105(2)(a)) would be eligible for expedited review; and

WHEREAS, Prowers County recognizes the following application types which require expedited review: Site Plan, Zoning Permit, Special Use Permit, Variance or Waiver, or Development Plan, excluding subdivisions, of a development project for which 50% or more of the residential units in the development constitute affordable housing; and

WHEREAS, Prowers County's expedited review process for affordable housing projects does not apply if a developer chooses to opt-out of the process or when the County is the applicant (C.R.S.29-32-105(2)(d)); and

WHEREAS, Prowers County recognizes the allowable extensions in C.R.S. 29-32-105(2)(b), both for applicants and for the County, and recognizes the circumstances under which the expedited review timeline may be extended or the application may be removed from the expedited review process; and

WHEREAS, Prowers County has created a policy for affordable housing projects with at least 50% of units affordable to be fast tracked by being scheduled for the next available public hearing and a decision rendered within 90 days of a complete application and proper public noticing being completed unless an extension is requested by the applicant, in alignment with CRS-29-32-105(2) et seq.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO THAT:

1. The Board creates the following policy to implement a system to expedite the development review process for affordable housing, as affordable housing is defined in Chapter 10 of the Prowers County Zoning Regulation in accordance with Proposition 123 requirements. The Board establishes a formal policy that any complete application received by the County for an affordable housing development will be placed on the next available agenda once proper public notice has been posted and a decision rendered on the application within 90 days to ensure an expedited and timely review of the affordable housing project, with the intent to comply with the requirements in C.R.S. 29-32-105(2) et seq.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025, BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO

Ron Cook, Commissioner

Roger Stagner, Commissioner

Ty Harmon, Commissioner

ATTEST:

By _____
Jana Coen, County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9-23-2025

Submitter: Meagan Hillman, Public Health

Submitted to the County Administration Office on: 9-17-2025

Return Originals to: Meagan Hillman, Public Health

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Credit Card Authorization Request for Heather Hernandez, Prowers County Nurse Family Practice, credit card limit of \$1,000.00.

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
CREDIT CARD AUTHORIZATION REQUEST

Date: _____

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

Employee Name	Card#	Amt. Authorized	Purpose of Authorization	Date Issued (Completed by Adm. Office)
Heather Hernandez		\$1000.00	NFP nurse - new employee	

ADDRESS: _____

STATEMENT ADDRESS: _____

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

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


Signature

Director PCFHE
Title

PH
Office/Department

Approved: _____

Chairman
Powers County Board of Commissioners

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 09/17/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Item Title/Recommended Board Action:

Consider approval of setting an application fee for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc., at \$10.00 per acre, 147 acres, total fee is \$1,470.00.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 09/17/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Item Title/Recommended Board Action:

Consider approval of setting a cost deposit fee at \$16,000.00 for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 09/17/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Item Title/Recommended Board Action:

Consider approval for the list of recipients to receive notification of the public hearing notice for the application of a Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest submitted by Tri-State Generation and Transmission Association, Inc.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

Tri-State 1041 Proposed Notice of Application and Hearing Mailing List

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. 1100 W. 116 TH AVENUE WESTMINSTER, CO 80234	OTERO COUNTY COMMISSIONERS 13 WEST THIRD STREET, ROOM 212 LA JUNTA, CO 81050
CDPHE-WATER QUALITY CONTROL DIVISION 4300 CHERRY CREEK DRIVE SOUTH WQCD-B2 DENVER, CO 80246	FORT LYON CANAL COMPANY 750 BENT AVENUE LAS ANIMAS, CO 81054
COLORADO DIVISION OF WATER RESOURCES 1313 SHERMAN STREET, SUITE 821 DENVER, CO 80203	LAMAR CANAL COMPANY P.O. Box 287 LAMAR, CO 81052
COLORADO DIVISION OF WATER RESOURCES-DIVISION 2 310 EAST ABRIENDO AVENUE, SUITE B PUEBLO, CO 81004	LOWER ARKANSAS WATER MANAGEMENT ASSOCIATION P.O. Box 1161 LAMAR, CO 81052
COLORADO STATE LAND BOARD 700 SOUTH MAIN STREET LAMAR, CO 81052	LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT ATTN: JACK GOBLE 801 SWINK AVENUE ROCKY FORD, CO 81067
COLORADO PARKS AND WILDLIFE 2500 SOUTH MAIN STREET LAMAR, CO 81052	SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT 31717 UNITED AVENUE PUEBLO, CO 81001
COLORADO STATE CONSERVATION BOARD 305 INTERLOCKEN PARKWAY BROOMFIELD, CO 80021	AMITY MUTUAL IRRIGATION DISTRICT P.O. Box 187 HOLLY, CO 81047
EAST OTERO CONSERVATION DISTRICT 200 SOUTH 10 TH STREET ROCKY FORD, CO 81067-1714	BUFFALO DITCH P.O. Box 187 HOLLY, CO 81047
NATURAL RESOURCE CONSERVATION SERVICES 1501 SOUTH MAIN STREET LAMAR, CO 81052	FORT BENT DITCH COMPANY P.O. Box 485 LAMAR, CO 81052
NORTHEAST PROWERS CONSERVATION DISTRICT 100 SWAFFORD STREET HOLLY, CO 81047	BUFFALO DRAINAGE P.O. Box 187 HOLLY, CO 81047
EAST PROWERS WEED CONTROL DISTRICT 500 SOUTH MAIN STREET HARTMAN, CO 81043	GRANADA DRAINAGE P.O. Box 387 GRANADA, CO 81041

Tri-State 1041 Proposed Notice of Application and Hearing Mailing List

PROWERS CONSERVATION DISTRICT 1501 SOUTH MAIN STREET LAMAR, CO 81052	HOLLY DRAINAGE P.O. Box 187 HOLLY, CO 81047 81041
BENT COUNTY COMMISSIONERS P.O. Box 350 LAS ANIMAS, CO 81054	WILEY DRAINAGE P.O. Box 323 WILEY, CO

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:09/17/2025

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: upon signature

Item Title/Recommended Board Action: Consider approval of Grant Agreement Amendment #1, original Agreement No. CTGG1 QAAA 2025*2726 between Colorado Department of Early Childhood and Prowers County Public Health & Environment for administration of Family Support through Primary Prevention (FSPP) funds and authorizing Public Health Director Meagan Hillman to execute the agreement electronically.

Justification or Background:

Amendment adding funding for this program.

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

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

Approved by the County Attorney on: 9-17-2025

Additional Approvals (if required):

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

THANK YOU!



STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT MODIFICATION GRANT AGREEMENT AMENDMENT #1

State Agency

Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Current Agreement Maximum Amount

Initial Term

Federal Fiscal Year 2025	\$120,000.00
CTGG1 QAAA 2025-2726	

Grantee

Prowers County Public Health and Environment
1001 S Main Street
Lamar CO 81052

*Bridge Purchase Order POGG1 QAAA 2025-334 shall be terminated upon execution of this Amendment. All reimbursement requests shall be invoiced under CTGG1 QAAA 2025-2726.

Original Agreement Number

CTGG1 QAAA 2025*2726
25 QAAA 195312

Extension Terms

Federal Fiscal Year 2026	\$100,000.00
CTGG1 QAAA 2026-TBD	

Amendment Agreement Number

CTGG1 QAAA 2026*TBD A1

Agreement Performance Beginning Date

October 29, 2024

Total for All Fiscal Years

\$220,000.00

Current Agreement Expiration Date

September 29, 2026

Signature Page Begins on Next Page
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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE

Prowers County Public Health and Environment

STATE OF COLORADO

Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

By: Meagan L Hillman, Director

By: Mary Alice Cohen, Chief Program Director, Office
of Program Delivery

Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____ CDEC Acting Controller

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above 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 this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

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 or September 30, 2025, whichever is later, and shall terminate on the termination of the Agreement.

4. PURPOSE

The project shall create the conditions necessary for all families to thrive in five counties in Colorado where a significant portion of the population is impacted by disparities in the social determinants of health. Through the project, the Colorado Department of Early Childhood and project partners shall shift focus from a reactive child protection system to an intentional coordinated primary prevention system co-designed with communities and families, including those with lived child welfare expertise. This Amendment extends the term, increases funds for Federal Fiscal Year (FFY) 26 and modifies Exhibits A, B, C, and D.

5. MODIFICATIONS

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

A. Extend the Agreement Expiration Date from September 29, 2025 to September 29, 2026.

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



- B. Increase the Agreement amount for FFY26 by \$100,000.00 from \$0 to \$100,000.00 and increase the amount for all fiscal years from \$120,000.00 to \$220,000.00.**

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

- C. Exhibit A – Statement of Work**

Exhibit A – Amendment #1, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Agreement.

- D. Exhibit B – Budget**

Exhibit B – Amendment #1, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Agreement.

- E. Exhibit C – Additional Provisions**

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Agreement.

- F. Exhibit D – Supplemental Provisions for Federal Awards**

Exhibit D – Amendment #1, which is attached and incorporated by this Amendment, shall be added to Exhibit D of the Original Agreement.

6. 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.



Statement of Work Prowers County Public Health and Environment Family Support Through Primary Prevention (FSPP)

CDEC PROGRAM CONTRACT

- Leila Diab - leila.diab@state.co.us

ABBREVIATIONS

- CDEC - Colorado Department of Early Childhood
- SOW - Statement of Work
- FSPP - Family Support through Primary Prevention
- TCRC- The Cornerstone Resource Center
- PCPHE - Prowers County Public Health and Environment
- ACF - Administration of Children and Families
- CQI - Continuous Quality Improvement
- CPTF - Colorado Partnership for Thriving Families
- NWD - No Wrong Door

INTRODUCTION/BACKGROUND

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

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

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

SCOPE OF WORK

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

PERIOD OF PERFORMANCE

- This Statement of Work is for September 30, 2025 - September 29, 2026.

WHERE SERVICES SHALL BE PERFORMED

- Prowers County

WORK PLAN

Work Plan					
Outcomes, Benchmarks, and Milestones					
Outcome Statement #1: Outcome: As a result of applying a public health approach to child maltreatment prevention, family strengthening, and equitable well-being through collaboration of cross-sector services organizations and engagement of families there shall be an increase in access and utilization of local resources and services so that families shall be better supported by their community and more knowledgeable regarding child development and parenting, and as a result, there shall be a decreased incidence of child maltreatment and families shall report and increase in family protective factors. Milestones: Milestones are noted at the end of the Work Plan					
Key Activity A1: Complete collaborative Strengthening Families Plan					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Prowers County shall subcontract with The Cornerstone Resource Center to support the implementation of the Strengthening Families Plan	Ongoing for the entire grant period. September 30, 2025- September 29, 2026	-Prowers County shall contract with TCRC -TCRC shall convene cross-sector partners to support the development of the plan. -TCRC shall ensure plan aligns with Collaborative Agreement outcomes and the strengthening family's framework.	Contract is in place Meeting minutes with cross sector partners Plan is completed	TCRC Executive Director	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-2: The Cornerstone Resource Center shall maintain a Community/Family Advisory Council to inform the plan	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Family Leadership Coordinator facilitates Family Advisory Council meetings -TCRC shall conduct ongoing outreach to community members with support from cross-sector partner -Family Advisory Council convenes regularly -TCRC shall support families to serve as liaisons/actively engage to cross-sector groups supporting planning process	Outreach efforts tracked Advisory Council meets at least 9 times during grant period Monthly meetings are documented with # of families in attendance tracked # of families engaged in planning tracked	TCRC Executive Director/TCRC Family Leadership Coordinator	Contractors/Consultants
A1-3: Electronic Referrals Implemented	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Electronic referral platform is adopted and utilized by at least 3 community partners -Ongoing platform support is provided for community partners	# Incoming referrals received via electronic platform # Outgoing referrals sent via electronic platform	TCRC Executive Director	Contractors/Consultants

Key Activity B1:	Implement a No Wrong Door approach a family resource center model
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Outreach and advertise family resource center	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Outreach and areas/demographics completed	#of outreach mechanisms and # reached is tracked	TCRC Staff	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-2: Offer Care/Resources Navigation to families	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Care/resources navigation is provided to a total of 60 families by the end of Quarter 4 of Year 5. -Types of referrals and follow-through informs work.	#families and individuals/children served are tracked. #per type of referral is tracked % of follow through is tracked. Pre -post of social determinants of health and strengthening families tracked for families with complex needs.	TCRC Staff	Contractors/Consultants
B1-3: Provide emergency supplies for families while awaiting connection to longer term solutions or other community resources	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Emergency supplies (food, diapers/wipes, hygiene, clothing, car seats) are provided for families while awaiting a connection to referral	#families and individuals/children are tracked #per type of supply is tracked	TCRC Staff	Contractors/Consultants
B1-4: Offer parenting/family classes and groups that support protective factors	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Three parenting classes/group series are provided Year 3 for a total of 16 families	#of families and individuals/children impacted and tracked Evaluation of services to improve outcomes is tracked including pre/post strengthening families.	TCRC Staff	Contractors/Consultants



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-5: Mobile Outreach & services provided to remote communities in service area	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Bilingual Family Navigator assists Mobile Case Manager is providing care & resources to rural/remote locations via mobile outreach	#of families and individuals/children served is tracked. # of emergency supplies given out is tracked	TCRC Staff	Contractors/Consultants

Key Activity C1:	FSPP Demonstrates site shall participate in Continuous Quality Improvement (CQI) activities and required CDEC activities.				
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: The Cornerstone Resource Center shall participate in Continuous Quality Improvement (CQI) and other required CDEC activities	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Participate in FSPP grant meetings and Colorado Partnership for Thriving Families (CPTF) activities assigned	Attendance to active participation as requested by FSPP project staff	TCRC Executive Director	Contractors/Consultants
C1-2: Invoices	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	The Cornerstone Resource Center shall submit invoices to Prowers County Department of Public Health & Environment (PCPHE) monthly. Prowers County Department of CDEC monthly.	Contractor shall submit all invoices by the 20th day of each month.	TCRC Executive Director PCPHE Accountant	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-3: Participate in all federal grant requirements as requested by the Administration of Children and Families (ACF)	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Participate in ACF meetings and activities assigned.	Attendance and active participation as requested by FSPP project staff.	TCRC Executive Director	Contractors/Consultants
C1-4: Participate in all grant activities as requested by the CDEC program manager, CPTF staff, and contracted project management vendor that shall serve as backbone support for CPTF.	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	Participate in FSPP grant meetings and CPTF activities assigned	Attendance and active participation as requested by FSPP project staff.	TCRC Executive Director Meagan Hillman Lanie Mireles	Contractors/Consultants

Key Activity D1:	Participate in reducing stigma through community norming project
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-1: Participate in community norming efforts.	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Support media campaign requested.	Support is tracked.	TCRC Executive Director	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-2: Family activities to promote community norming social norming.	Ongoing for the entire grant period. September 30, 2025-September 29, 2026	-Spring and summer activities for families at the center to promote social norming.	# of families/children attending the event.	TCRC staff	Contractors/Consultants

Key Activity E1:	Implement local norms strategies to increase social connections-building and to reduce stigma around help-seeking behaviors.				
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-1: Implement local community norming effects.	Ongoing for the entire grant period. September 30, 2025-September 29, 2026,	Identified local norms strategy & initial results	Completing of deliverable.	TCRC Executive Director/Staff	Contractors/Consultants

Key Activity F1:	CDEC Fiscal Operations				
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
F1-1: Invoices	Monthly	Invoices submitted monthly to CDEC	Submit all invoices by the 20 th day of each month.	TCRC Staff	Contractors/Consultants

SCHEDULE/MILESTONES

Through a subcontract with The Cornerstone Resource Center (TCRC)

- The Cornerstone Resource Center shall convene at least 9 Family Advisory Council meetings by September 29, 2026.
- The Cornerstone Resource Center shall a total of 60 families (about 120 children) through Care/Resource Navigation and/or parenting family classes by September 29, 2026.



Exhibit A - Amendment #1

- Electronic referral platform shall be implemented and utilized by TCRC and 5 community partners.

ACCEPTANCE CRITERIA

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

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

**Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM**



Contractor Name	Prowers County Public Health and Environment
Budget Period	September 30, 2025 - September 29, 2026
Project Name	FSPF TCRC
Program Contact Name, Title	Meagan L Hillman PA-C, MBA, CPH
Phone	719-336-8721
Email	mhillman@prowerscounty.net
Fiscal Contact Name, Title	Reyna Perez, Accountant
Phone	719-336-8721
Email	pcpheaccountant@prowerscounty.net

Abbreviations	Definition
CDEC	Colorado Department of Early Childhood
MTDC	Modified Total Direct Costs
FFY	Federal Fiscal Year
FSPF	Family Support through Primary Prevention
TCRC	The Cornerstone Resource Center
FICA	Federal Insurance Contributions Act

Expenditure Categories						FFY 2026
Personnel Services - Salaried Employees						Total Amount Requested from CDEC
Position Title	Description of Work	Fringe Benefits	Gross or Annual Salary	Fringe Costs	Percent of Time on Project	
Accountant	Process Invoices, Budgeting	FICA, Medicare, Retirement, Health Insurance, Vision Insurance, Life Insurance, and Unemployment Insurance.	\$52,961.00	\$16,400.00	1.44173%	\$1,000.00
Director	Attend FSPF Meetings and provide support as needed to The Cornerstone Resource Center	FICA, Medicare, Retirement, Health Insurance, Vision Insurance, Life Insurance, and Unemployment Insurance.	\$115,000.00	\$20,000.00	1.48148%	\$2,000.00
Total Personnel Services						\$3,000.00
Contractors/Consultants (payments to third parties or entities)						FFY 2026
Name	Description of Item		Total Amount Requested from CDEC	Not Allowed in Modified Total Direct Costs (MTDC) calculation	Allowable in Modified Total Direct Costs (MTDC) calculation	
The Cornerstone Resource Center	Provide program implementation and support for FSPF as per Scope of Work		\$88,838.00	\$38,838.00	\$50,000.00	
			Total Contractors / Consultants	\$88,838.00	\$38,838.00	\$50,000.00
Travel						FFY 2026
Item	Description of Item					Total Amount Requested from CDEC
No costs in this category will be reimbursed by CDEC						\$0.00
						Total Travel
						\$0.00
Supplies & Operating Expenses						FFY 2026
Item	Description of Item					Total Amount Requested from CDEC
No costs in this category will be reimbursed by CDEC						\$0.00
Subtotal Supplies & Operating Expenses						\$0.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)						
Item	Description of Item					Total Amount Excluded from MTDC
No costs in this category will be reimbursed by CDEC						\$0.00
Subtotal Items removed from MTDC						\$0.00
Total Supplies & Operating Expenses						\$0.00
Training and Technical Assistance						FFY 2026
Item	Description of Item					Total Amount Requested from CDEC
No costs in this category will be reimbursed by CDEC						\$0.00
Total Training and Technical Assistance						\$0.00
MODIFIED TOTAL DIRECT COSTS (MTDC)						TOTAL DIRECT COSTS
Uniform Guidance - 2 Code of Federal Regulations 200.1 (2 CFR 200.1) "Modified Total Direct Cost (MTDC)" - means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.						MODIFIED TOTAL DIRECT COSTS (MTDC)
						\$91,838.00
						\$53,000.00
Indirect Costs						FFY 2026
[not to exceed 15% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						Total Amount Requested from CDEC
Item	Description of Item			% Rate		
State Negotiated Indirect cost rate	Based on MTDC			15.40%		\$8,162.00
Total Indirect Costs						\$8,162.00
TOTAL						\$100,000.00



Additional Provisions

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

- A. The Grantee shall provide to the State a copy of any executed subcontract between the Grantee and any provider of services to fulfill any requirements of this Grant. Subcontracts shall be emailed to the Grant Representative upon execution.

4. PAYMENT

- A. In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this Grant Agreement, the State shall pay to the Grantee an amount not to exceed the amount specified in the Budget (EXHIBIT B), of this Grant Agreement.
- B. The Grantee shall submit requests for payment to the OnBase Invoice Submission Process no less than monthly on forms prescribed and provided by the State.
 - i. Link to Frequently Asked Questions about the OnBase Invoice Submission Process.
 - ii. Link to Vendor Invoice Guidance
 - a) Under this Grant Agreement, the Vendor shall submit their invoices by selecting FSPP - Family Support through Primary Prevention.
 - iii. For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv. For invoice issues, including but not limited to questions about which program to select or program manager emails to enter, please contact CDEC_Invoicing@state.co.us.



Exhibit C - Amendment #1

- C. Payment shall be made on a cost reimbursement basis for services rendered.
- D. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Grantee. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY GRANTEE WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- E. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE GRANTED AMOUNT SHALL NOT BE PAID BY THE COLORADO DEPARTMENT OF EARLY CHILDHOOD (CDEC). If Grantee has a legitimate need for additional funds, the Grantee shall request additional funds from the CDEC 60 days prior to projected depletion of Granted funds. CDEC shall review each request and notify Grantee in writing of approval or denial. Approval of additional funds shall require an official modification to the Grant Agreement by Amendment or Option Letter.
- F. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.

Final invoices for services provided in September shall be submitted no later than 30 days following the last day of the month.
- G. The Grantee shall maintain source documentation to support all payment requested pursuant to this Grant Agreement. All source documentation shall be provided to the State by the Grantee upon request.
- H. It is understood that the State reserves the right to offset funds pursuant to this Grant Agreement based on the discovery of overpayment or improper use of funds by the Grantee. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year Grant Agreements and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- I. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Grantee is not needing/using the funding allocated for the Grantee's work in the Grant Agreement, the State shall remove these funds from the Grant Agreement budget by Option Letter for a proportional reduction of services with prior written notification to the Grantee. This provision does not allow for a reduction in the rate of pay. Additionally, the state shall have the ability to issue this option letter for a reduction, allowing the vendor to submit a revised budget for CDEC approval that aligns with the reduction within 30 days.

5. PARTICIPATION

- A. The Grantee representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this Grant Agreement.



6. SUPPLANTING

- A. Payments made to the Grantee under this Grant Agreement shall supplement and not supplant other state, local or federal expenditures for services associated with this Grant Agreement.

7. BUDGET CHANGES

- A. Grantee may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the Grant Agreement budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.
- B. Grantee may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the Grant Agreement becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the Grant Agreement. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Grant Agreement Maximum Amount. Grantee must use available unused funds from either vacancy savings or another category within the Grant Agreement. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.
- C. **OPTION LETTER**
 - i. Option Letter to modify existing State Grant Agreement Rates as listed in the executed Grant Agreement as follows:
 - a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Grant Agreement, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.



- b) The Option Letter shall not be allowed for changes in the Statement of Work.

8. TRAVEL

- A. Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- C. Per Diem shall not exceed Federal General Services Administration (GSA) per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D. Hotel rates cannot exceed any rate established for conference attendance.
- E. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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



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

12. GIFT CARDS

- A. To comply with CDEC policies and federal guidelines, purchasing gift cards with funds from CDEC Grant Agreement funds is not allowed. Please see Code of Federal Regulations (CFR) citations 45CFR75.406 and 45CFR75.302.A for more information.

13. SAM.GOV REQUIREMENT

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) § 376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, United States Code (U.S.C.) 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Grantee shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

14. ACCESSIBILITY REQUIREMENTS.

- A. All work performed must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

15. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor/Grantee shall comply with the Federal Acquisition Regulation (FAR) regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.

Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Prowers County Public Health and Environment.**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6**
- iii. The Federal Award Identification Number (FAIN) is **90CT7014.**
- iv. The Federal award date is **June 26, 2024.**
- v. The subaward period of performance start date is **September 30, 2025** and end date is **September 29, 2026.**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract to the Subrecipient by CDEC
Federal Fiscal Year (FFY) 2026	90CT7014 - \$100,000

- vii. Federal award project description: **Family Support through Primary Prevention (FSPP)**; (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))
- viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn, Director, Division of Community and Family Support, Kendra.Dunn@state.co.us, 303-866-5769.**
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.648, Child Welfare Services Training Grants**, and dollar amount is **\$750,000.**
- x. This award is **not** for research & development.

- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award are stated in General Provisions of the Grant Agreement, Exhibit A - Statement of Work, Exhibit C - Additional Provisions, Exhibit D - Federal Grant Provisions.
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in General Provisions of the Grant Agreement, Exhibit A - Statement of Work, Exhibit C - Additional Provisions, Exhibit D - Federal Grant Provisions.
- 4) Subrecipient's approved indirect cost rate is the State Negotiated Rate of 15.4%.
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.**
 - i. Subrecipient is not required to provide matching funds.

1. Definitions.

1.1 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.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts

(CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2 Award **does not** include:

1.1.1.2.1 Technical assistance, which provides services in lieu of money;

1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3 Any award classified for security purposes; or

1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

1.1.5 “Entity” means:

1.1.5.1 If the source of the funding is a Grant:

1.1.5.1.1 a Non-Federal Entity; or

1.1.5.1.2 a non-profit organization or for-profit organization.

- 1.1.5.2 If the source of funding is not a Grant:
 - 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.2.3 a foreign public entity;
 - 1.1.5.2.4 a domestic or foreign non-profit organization;
 - 1.1.5.2.5 a domestic or foreign for-profit organization; and
 - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
 - 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2 Is not organized primarily for profit;
 - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 1.1.13.4 Is not an IHE.

- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “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.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award 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.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” 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.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value 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).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in

Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

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

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

3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

- 4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

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

6. Effective Date and Dollar Threshold for Reporting.

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as

of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.2.1 Subrecipient UEI Number;
 - 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.2.3 Subrecipient parent's organization UEI Number;
 - 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.3.1 Subrecipient's UEI Number as registered in SAM.
 - 7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

- 8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- 8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

- 9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

- 10.1 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 Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research

and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 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.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 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.

- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 Whistle Blower Protections. 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 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.

12. Certifications.

- 12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. 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 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.

13. Exemptions.

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

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.3 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

14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery:** The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially

complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/23/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/17/25

Return Originals to: Sam Zordel

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of a Service Agreement between Idemia Identity & Security USA, LLC. and Board of County Commissioners to provide biometric identification services at the Prowers County Sheriff's Office and authorizing Prowers County Sheriff Sam Zordel to execute the agreement.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

Idemia Identity & Security USA, LLC

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into as of the 16th day of September, 2025 (“Effective Date”), by and between Idemia Identity & Security USA, LLC a Delaware limited liability company, with its principal office at 11951 Freedom Drive, Suite 1800, Reston, VA 20190 USA (“IDEMIA”) and, Board of County Commissioners, having an office at 103 East Oak St. Lamar, CO 81052 (“Service Provider”).

WHEREAS: IDEMIA is the prime contractor under a contract to provide biometric identification services for one or more government agencies; and

WHEREAS: IDEMIA has requested Service Provider to provide biometric identification services as IDEMIA’s subcontractor and Service Provider agrees to provide such services under the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- A) “**Agency**” and “**Agencies**” shall mean the government agency identified in Attachment A and to which IDEMIA transmits an Applicant’s biometric and biographic information.
- B) “**Applicant(s)**” shall mean those individuals who have their biometric and biographic information transmitted to the Agency.
- C) “**Applicant Fees**” shall mean any fees due from Applicants, as specified in the SOW, or as otherwise communicated by IDEMIA to Service Provider from time to time.
- D) “**Fees**” shall mean those fees specified in Attachment A for Service Provider’s provision of Services.
- E) “**Prime Contract**” shall mean the contract between IDEMIA and one or more government entities, or between IDEMIA and its higher-tier contractor, in support of a contract with one or more government entities.
- F) “**Services**” shall mean those services described in Attachment A or any subsequent SOW executed by the parties.
- G) “**Statement of Work**” or “**SOW**” shall mean Attachment A to this Agreement and any statement of work subsequently executed by the parties or any amendment to this Agreement to identify Services and set forth any additional terms and conditions. Should the SOW include any terms that are more stringent or restrictive than those of this Agreement, the terms of the SOW shall control.

2. SERVICES

In consideration of IDEMIA's payment to Service Provider of the Fees, Service Provider hereby agrees to provide the Services in accordance with the terms and conditions of this Agreement and of all Attachments and Schedules hereto and any SOW, which shall be deemed incorporated into, and made a part of, this Agreement by this reference. Service Provider hereby agrees that IDEMIA may identify Service Provider as a subcontractor and provide relevant contact information in any proposals or bids IDEMIA submits for Prime Contracts or renewals thereof. IDEMIA may, from time to time, upon mutual written agreement (email is sufficient), license office space from Service Provider in order for IDEMIA employees to perform services that are the same or similar to Services. Service Provider will not receive any compensation under this Agreement for such services performed by IDEMIA employees or for the license of office space.

3. REMITTANCE OF APPLICANT FEES; TAXES

- A) Service Provider will collect and remit Applicant Fees to IDEMIA on a daily basis. All Applicant Fees are non-refundable and shall be remitted by Service Provider without any right of setoff or deduction. Where remittance of collected Applicant Fees is routinely late, IDEMIA may, at its sole discretion, deduct collected Applicant Fees from Fees paid to Service Provider upon 30 days written notice to Service Provider.
- B) In jurisdictions where Applicant Fees are subject to sales or other taxes, IDEMIA will include such taxes within Applicant Fees. The Service Provider will collect and remit any such taxes to IDEMIA with the Applicant Fees. Service Provider is solely responsible for the reporting, collection, and /or remittance of all other taxes and governmental fees associated with Service Provider's business.

4. PAYMENT TO SERVICE PROVIDER

IDEMIA agrees to pay Service Provider the Fees set forth in Attachment A within forty-five (45) days of the last day of the month in which the relevant Services were performed. Should Service Provider agree to accept payment via ACH (Automated Clearing House), IDEMIA agrees to pay Service Provider the Fees set forth in Attachment A within Thirty (30) days of the last day of the month in which the relevant Services were performed.

5. EQUIPMENT

IDEMIA will provide Service Provider with all required hardware and software to perform Services, free of lease or charge, which may include a Livescan device, computer, monitor, printer, check scanner, router and required cabling ("Equipment"). Service Provider agrees that any Equipment provided by IDEMIA shall remain the sole property of IDEMIA and shall be used exclusively for the performance of Services. IDEMIA will maintain and support the Equipment at no charge to Service Provider, except as otherwise provided in this Agreement. Service Provider agrees to use best efforts to keep the equipment in good working order. If any Equipment is lost or damaged while in the possession of Service Provider, IDEMIA may invoice Service Provider for the replacement value thereof or deduct the replacement value from Fees.

6. CONFIDENTIALITY

- A) "Confidential Information" means all information or material disclosed by one party hereto ("Discloser") in any manner, whether orally, visually or in tangible form, to the other party hereto ("Recipient"), or otherwise discovered by or made available to Recipient. Confidential Information includes, but is not limited to, the following types of information: any information collected by Applicants, software (in various stages of development), designs, drawings, specifications, models, source code, object code, know-how,

techniques, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information and intellectual property that is proprietary to and confidential information of Discloser, and all copies, descriptions and summaries thereof, whether created by Discloser or Recipient. In the course of disclosing Confidential Information to the Recipient, Discloser shall endeavor to identify such information as “confidential”, but failure to so identify such information as confidential shall not relieve Recipient of its obligations hereunder. Confidential Information shall not include information that: (a) is already known to Recipient without restriction on use or disclosure prior to receipt of such information from Discloser; (b) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (c) is developed by Recipient independently of and without use of or reference to any of Discloser’s Confidential Information; or (d) is received by Recipient from a third party who is not under any obligation to Discloser to maintain the confidentiality of such information. For the avoidance of doubt, all information provided by Applicants, the terms of this Agreement and the existence of any business relationship between the parties, shall be deemed Confidential Information.

- B) All Confidential Information disclosed by Discloser shall remain the sole property of Discloser. Nothing herein shall be construed as a grant by Discloser to Recipient or any third party of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. Nothing contained herein shall create any obligation on the part of Discloser to provide Recipient with any Confidential Information.
- C) Discloser hereby authorizes Recipient to use Confidential Information solely for the purpose of performance of this Agreement and for no other purpose whatsoever. Such authorization shall automatically expire upon expiration or termination of this Agreement for any reason. Recipient covenants and agrees that it shall disclose, permit the disclosure of or allow access to Confidential Information to only those of its employees who (a) have a need to know such Confidential Information and (b) have executed written confidentiality agreements with obligations of confidentiality and restrictions on use substantially similar to those herein. Recipient agrees that in no event shall any other employee of Recipient or any third party, including but not limited to affiliates, customers and contractors of Recipient, have access or exposure to Confidential Information without the express written consent of Discloser.
- D) Recipient agrees that it will handle Confidential Information with the same degree of care it takes to safeguard its own confidential information of a like nature, but in no event less than a reasonable degree of care, and will not use, disclose or make available, directly or indirectly, any Confidential Information to any person, concern or entity, except as expressly permitted hereunder.
- E) Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or its employees, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- F) Recipient shall not create derivative works from, reverse engineer, decompile or disassemble any software code and/or pre-release hardware devices disclosed by Discloser to the Recipient under the terms of this Agreement, except as expressly permitted by applicable law.
- G) Notwithstanding any other provision of this Agreement, Recipient may disclose Confidential Information in response to a valid order of a court, regulatory agency, or other governmental body in the United States

or any political subdivision thereof, but only to the limited extent and for the limited purposes stated in such order; provided, however, that Recipient shall first notify Discloser in writing of the order and cooperate with Discloser if Discloser desires to seek an appropriate protective order.

- H) All Confidential Information, copies and summaries thereof shall be returned to Discloser within ten (10) days of Discloser's request. At Discloser's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction in writing to Discloser within five (5) days of Discloser's instructions to Recipient. This obligation survives expiration or termination of this Agreement.
- I) It is agreed that due to the sensitive and highly valuable proprietary information contained in Confidential Information, Discloser would suffer irreparable harm from the unauthorized disclosure or use of Confidential Information. Accordingly, either party may seek injunctive relief from any court of competent jurisdiction if necessary to preserve the status quo or otherwise prevent irreparable harm from the unauthorized disclosure or use of its Confidential Information pending final resolution of a decision on the merits with respect to such disclosure or use. In the event any party takes legal action to enforce any of the terms of this Agreement, the unsuccessful party to such action shall pay the successful party's expenses, including actual attorneys' fees, incurred in such action.

7. NON-SOLICITATION; NON-COMPETE

- A) Service Provider agrees that during the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, regardless of the reason for termination and regardless of which party terminates, except as otherwise permitted in advance in writing by IDEMIA, Service Provider shall not: (a) divert or attempt to divert from IDEMIA any business of IDEMIA; (b) perform any services which are related or similar to the Services for any person or entity other than IDEMIA, which duty shall be interpreted as broadly as allowed under law to prevent Service Provider from interfering with IDEMIA's business opportunities and to prevent Service Provider from competing against IDEMIA or assisting other persons or entities to perform work which has the effect of reducing the work available to IDEMIA; or (c) otherwise interfere with IDEMIA's (or its subsidiaries' or affiliates') employee relationships, or with IDEMIA's customer or vendor relationships.
- B) For the duration of the Agreement, Service Provider, and its employees, shall not, directly or indirectly, solicit for hire any person being fingerprinted for a background check at the direction of a prospective or current employer while: (a) performing any and all services under this Agreement; or (b) representing IDEMIA in any capacity.
- C) In addition to other remedies available to it at law, including without limitation, monetary damages, IDEMIA shall be entitled to injunctive and other equitable relief in the event of Service Provider's breach of this Section 7.

8. WARRANTIES

- A) If required by Agency or IDEMIA, Service Provider represents and warrants that all employees and contractors of Service Provider, who collect, submit or otherwise process biometric or biographic information of Applicants will if required by the applicable Prime Contract, i) have passed a criminal background check (written pass/fail criteria for adjudication thereof shall be as specified in the applicable

SOW), a social security number verification, and a validation of the identification documents presented by the employee or contractor. Subsections (i) and (ii) hereof are collectively "Background Check Requirements." Service Provider shall be responsible for the costs of compliance with Background Check Requirements, and IDEMIA may deduct such costs from Fees. Service Provider shall provide satisfactory evidence of a specific employee or contractor meeting Background Check Requirements, upon IDEMIA's request.

B) For purposes of this Section 8, all individuals subject to Background Check Requirements shall hereinafter be referred to as "Restricted Personnel." Service Provider will not use Restricted Personnel in performance of this Agreement until after IDEMIA's Chief Security Officer has notified Service Provider in writing that such Restricted Personnel meet Background Check Requirements. It shall be a material breach of this Agreement by Service Provider if any Restricted Personnel begin to perform under this Agreement before IDEMIA has provided such notification.

C) Service Provider further represents and warrants that:

- i) Services will be performed in a timely, professional and workman-like manner and will conform to the specifications stated in the applicable SOW; and
- ii) Service Provider shall comply with all federal, state and local laws and regulations and any terms identified in the SOW as a Prime Contract Flow-Down Term. Should any terms identified in the SOW as Prime Contract Flow-Down Terms conflict with any terms of this Agreement, the terms identified as Prime Contract Flow-Down Terms shall control.

9. INSURANCE

Service Provider agrees to obtain and maintain umbrella liability and General Public liability insurance with minimum limits of \$1,000,000.00 per occurrence for the entire duration of this Agreement. Service Provider further agrees to obtain and maintain workers' compensation insurance with at least the statutory required minimums for coverage as well as other state and federally mandated insurance coverage. Service Provider agrees to provide to IDEMIA a certificate of insurance evidencing the coverage required by this Section 9 and naming IDEMIA as an additional insured upon request.

10. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend and indemnify the other, and their respective officers, directors, employees, and agents (the "Indemnified Party") from and against all claims, demands, actions, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) suffered by the Indemnified Party and arising out of or relating to (a) breach by Indemnifying Party of any of its representations, obligations or warranties in this Agreement or (b) any claims of physical injury or property damage occurring on Indemnifying Party's premises. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and shall not settle any such claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall have the right to control the defense of any such claim, with counsel reasonably acceptable to Indemnified Party.

11. OBLIGATION OF GOOD FAITH AND COOPERATION

- A) Each Party hereby agrees to deal with one another in good faith in furtherance of this agreement.
- B) Service Provider agrees to reasonably cooperate in the defense of IDEMIA against any threatened or pending litigation or in any investigation or proceeding that relates to any events or actions which occurred during or prior to the term of the Agreement. Furthermore, Service Provider agrees to reasonably cooperate in the prosecution of any claims and lawsuits brought by IDEMIA or any of its affiliates that are currently outstanding or that may in the future be brought relating to matters which occurred during or prior to the term of the Agreement.

12. LIMITATION OF LIABILITY

EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL SUM OF ALL FEES PAID TO SERVICE PROVIDER BY IDEMIA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE(S) OF ACTION AROSE. EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

13. TERM AND TERMINATION

- A) This Agreement will commence on the Effective Date and remain in full force and effect until terminated by either party under the terms of this Agreement.
- B) IDEMIA may terminate this Agreement at any time upon written notice for any breach or non-compliance with this Agreement that IDEMIA reasonably believes denigrates its business reputation or could lead to termination of the Prime Contract.
- C) This Agreement shall terminate automatically and with immediate effect upon the expiration or termination of the Prime Contract or if the Agency or any party to the Prime Contract informs IDEMIA that Service Provider is no longer an approved subcontractor.
- D) Either party may terminate this Agreement in the event that a material breach by the other party remains uncured for a period of thirty (30) days from the date the party in breach receives written notice of such breach, if the breaching party is capable of curing the breach.
- E) IDEMIA may terminate this Agreement, in whole or in part (i.e., terminate the provision of a) Services provided under any one Prime Contract or b) Services provided at any individual location of Service Provider), at any time for any reason with thirty (30) days prior written notice. If requested by IDEMIA, Service Provider agrees to continue providing the Services during the thirty (30) day notice period and IDEMIA will pay Service Provider in accordance with the terms of this Agreement.

- F) Service Provider may terminate this Agreement, in whole or in part (i.e., terminate the provision of a) Services provided under any one Prime Contract or b) Services provided at any individual location of Service Provider), at any time for any reason with ninety (90) days prior written notice. If requested by IDEMIA, Service Provider agrees to continue providing the Services during the ninety (90) day notice period and IDEMIA will pay Service Provider in accordance with the terms of this Agreement.
- G) In the event of termination, Service Provider agrees to assist IDEMIA with any de-installation of the Equipment, transition of resources and work product and to provide full cooperation and support for transition to an alternate service provider.
- H) It is acknowledged that Service Provider's termination of this Agreement or cessation of Services within the first six (6) months of the date on which Service Provider begins providing Services ("Early Termination") will cause IDEMIA to incur economic damages and loss of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by IDEMIA of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for Early Termination (even with the notice required under this Agreement), IDEMIA may assess and recover, as against Service Provider, without IDEMIA being required to present any evidence of the amount or character of actual damages sustained by reason thereof, liquidated damages in the amount of One Thousand Dollars (\$1,000) ("Liquidated Damages"). Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Service Provider shall pay Liquidated Damages to IDEMIA without limiting IDEMIA's right to terminate this Agreement for default as provided elsewhere herein. IDEMIA may withhold any amounts due to Service Provider under this Agreement in order to recover Liquidated Damages from Service Provider.
- I) It is acknowledged that either party's termination of this Agreement or cessation of Services without proper notice will cause the non-terminating party to incur economic damages and loss of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the non-terminating party of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for termination without the notice periods prescribed by the terms of this Section 13I ("Notice Period"), the non-terminating party may assess and recover, as against the terminating party, without the non-terminating party being required to present any evidence of the amount or character of actual damages sustained by reason thereof, liquidated damages as follows ("Inadequate Notice Liquidated Damages"). In the event that Service Provider is the terminating party and provides less notice than the Notice Period, IDEMIA may withhold a) the amount due to Service Provider for the provision of Services during the month previous to that in which IDEMIA receives Service Provider's termination notice and b) an amount equal to what Service Provider would have earned through the end of the Notice Period, based on the average daily amount Service Provider earned during the term of the Agreement (i.e., total amount earned divided by number of days on which Service Provider has performed Services) ("Prorated Earnings") times the number of days remaining until the end of the Notice Period). If IDEMIA is the terminating party and provides less notice than the Notice Period, IDEMIA will pay Service Provider a) the amount due to Service Provider for the provision of Services during the month previous to that in which Service Provider receives IDEMIA's termination notice and b) 50% of Prorated Earnings times the number of days remaining until the end of the Notice Period). Inadequate Notice Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and the terminating party shall pay Inadequate Notice Liquidated Damages to the non-terminating party without limiting the non-

terminating party's right to terminate this Agreement for default as provided elsewhere herein. In the event that Service Provider is the party terminating the Agreement without the notice period prescribed by this Section 13, IDEMIA may withhold any amounts due to Service Provider under this Agreement in order to recover Inadequate Notice Liquidated Damages from Service Provider.

14. DOCUMENT RETENTION; AUDIT

Service Provider shall maintain records, books, files and other data and in such detail as shall properly substantiate claims for payment, for a minimum retention period of seven (7) years, beginning on the date the Services were provided, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry. Service Provider shall provide IDEMIA and the Agency with access to such records during Service Provider's regular business hours and upon reasonable prior notice, including on-site reviews and reproduction of such records at IDEMIA's expense.

15. NON-DISCRIMINATION; UNFAIR LABOR PRACTICES

Service Provider shall comply with all federal, state and local laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate against any employee or applicant for employment, nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment, because of race, creed, color, national origin, ancestry, age, sex, religion, height, weight, marital status, physical or mental disability, genetic predisposition, carrier status or sexual orientation, or for exercising any rights afforded by law.

16. CONFLICT OF INTEREST

The Service Provider must not have or acquire any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with IDEMIA's performance of its duties and responsibilities under the Prime Contract or otherwise create an appearance of impropriety with respect to the award or performance of the Prime Contract. The Service Provider agrees to notify IDEMIA about the nature of any such conflict or appearance of impropriety immediately upon discovery.

17. EXPORT CONTROL

Notwithstanding anything to the contrary in this Agreement, Service Provider acknowledges and agrees that it may be subject to regulations of the U.S. Department of Commerce that prohibit the export or diversion of certain products and technologies to certain countries. Service Provider agrees that it will not export or divert any information or technology provided hereunder without fully complying with all relevant laws of and regulations, including without limitation, the US Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the US Department of Commerce.

18. E-VERIFY

Service Provider warrants that it utilizes and shall continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of its employees and independent contractors to lawfully work in the U.S. Service Provider shall provide, upon request of IDEMIA, proof of compliance with the terms of this Section 18 which may include an electronic or hardcopy screenshot of the confirmation or tentative non-conformation screen containing the E-Verify case verification number for any Service Provider employee or contractor performing services under this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law rules.

20. SURVIVAL

The sections of this Agreement which by their nature require survival after termination or completion of the Services shall survive and remain notwithstanding any termination or completion of the Services. The Sections which shall survive include, but are not limited to, Sections 3 (Remittance of Applicant Fees; Taxes), 4 (Payment to Service Provider), 5 (Equipment), 6 (Confidentiality), 7 (Non-Solicitation;), 10 (Indemnification), 11 (Obligation of Good Faith and Cooperation), 12 (Limitation of Liability), 13 (Termination), 14 (Document Retention), 16 (Conflict of Interest), 17 (Export Control), 19 (Governing Law), 20 (Survival), 23 (Severability), 24 (Notices) and 26 (Entire Agreement).

21. INDEPENDENT CONTRACTOR

The relationship between the Parties subject to this Agreement shall be independent contractors. Service Provider employees or agents rendering services under this Agreement shall not be employees of IDEMIA, the Agency or any government entity that is a party to the Prime Contract for federal or state tax purposes, or for any other purpose. Service Provider shall be responsible for workers' compensation, social security, unemployment insurance and all applicable taxes.

22. ASSIGNMENT

Neither party may assign any of its rights or delegate any of its duties, in whole or in part, without the prior written consent of the other party. Any attempted assignment or delegation without such consent shall be null and void. Notwithstanding the foregoing, IDEMIA may assign this Agreement to any current or future parent or subsidiary of IDEMIA or of such parent without Service Provider's prior written consent.

23. SEVERABILITY

If any provision of this Agreement should be held to be invalid in any way or unenforceable, it shall be severed and the remaining provisions shall not in any way be affected or impaired. This Agreement shall be construed so as to most nearly give effect to the intent of the parties as originally executed.

24. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the parties' respective addresses first set forth above. Except as otherwise provided herein, such notices shall be deemed given when received copies of all notices to IDEMIA shall be sent to:

IDEMIA Identity & Security USA, LLC
Attn: Enrollment Services
340 Seven Springs Way, Suite 200

With copy to:
Idemia Identity & Security USA LLC
Attention: General Counsel

Brentwood, TN 37027
partnerships@us.idemia.com

One Fountain Square
11911 Freedom Drive, Suite 650
Reston, VA 20190

25. NOTICE OF SERVICE

Immediately following receipt by Service Provider of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation, or subpoena, or lawsuit, or any other legal action involving IDEMIA Identity & Security LLC, the Service Provider shall provide Notice thereof to IDEMIA.

26. ENTIRE AGREEMENT

This Agreement and all Attachments and Schedules contain the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. No provision of this Agreement can be waived or cancelled, and this Agreement cannot be changed, modified or amended, except by an instrument in writing executed by both parties. Notwithstanding the foregoing, the parties agree that IDEMIA may amend this Agreement by providing advance written notice thereof to Service Provider, stating that if Service Provider does not respond to such notice within the time period specified, Service Provider shall be deemed to have accepted the terms of any such amendment, without any requirement of Service Provider's written acknowledgement or signature.

27. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement. The signature of either of the parties hereto may be evidenced by a facsimile or electronic (e.g., pdf) copy of this Agreement bearing such signature and transmitted to the other party. Such signature shall be valid and binding as if an original executed copy of the Agreement has been delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

IDEMIA Identity & Security USA, LLC

Board of County Commissioners

By: _____

By: _____

Name: Chris Brown
Title: VP Business Services

Name: Sam Zordel
Title: Prowers County Sheriff



LIST OF ATTACHMENTS

Attachment A	Statement of Work for Kiosk (SOW)
Attachment B	W-9
Schedule C	Technical Requirements
Schedule F	Signage and Branding Minimum Requirements

STATEMENT OF WORK FOR KIOSK ("SOW")

A. Services. In consideration of IDEMIA's payment to Service Provider of the Fees, Service Provider hereby agrees to provide Services in accordance with the terms and conditions of this Agreement and of all Attachments and Schedules hereto and any SOW, which shall be deemed incorporated into, and made a part of, this Agreement by this reference. Service Provider hereby agrees that IDEMIA may identify Service Provider as a subcontractor and provide relevant contact information in any proposals or bids IDEMIA submits for Prime Contracts or renewals thereof.

B. Summary:

- 1) IDEMIA is a Prime Contract holder with various Agencies to provide electronic fingerprint services to Applicants who require a fingerprint-based background check by one or more State and agencies. Applicants are required to have a fingerprint-based background check pursuant to State or Federal law. IDEMIA transmits Applicant fingerprints and biographic information to the respective Agency, and the Agency runs the fingerprints through its state Automated Fingerprint Identification System (AFIS) and the Federal Bureau of Investigation (FBI) database to perform a criminal history check. After the Agency has adjudicated the results, the results are then made available by the Agency to the requesting agency, volunteer organization, employer, etc. This SOW describes the basic requirements for the Service Provider to provide fingerprinting services to IDEMIA in support of the Prime Contract.

The Agencies for this SOW are those listed below:

Agency	Program
Colorado Bureau of Investigation (CBI)	CO State

C. Fee Structure:

- 1) The following fee categories are applicable to this SOW:
 - i. Enrollment Fee – \$1.00 This fee is earned upon completion of all enrollment steps required and successful submission of an Applicant fingerprint record.
- 2) IDEMIA may, from time to time, add additional Agencies and/or user groups under this SOW without formal amendment to the Agreement. When new Agencies and/or user groups are added program, IDEMIA will provide written notification (email is acceptable) and will be paid under the Fee Structure outlined in C.1.i.. Service Provider will provide written notice (email is acceptable) to agree or to decline the additional Agency and/or user groups.
- 3) Service Provider shall not collect any additional Fees for any Applicant.

D. Service Provider Responsibilities:

- 1) The Service Provider shall provide ADA compliant facilities and space within those facilities dedicated for Equipment. Service Provider locations must be pre-approved to work on this SOW through an internal IDEMIA vetting process and then through the Agency (if required by the Agency).
- 2) Service Provider is prohibited from requesting, collecting, viewing, or maintaining any Applicant PII other than expressly permitted within this SOW.
- 3) Service Provider will not interfere with IDEMIA's operations, included but not limited to the following: 1) Service Provider is prohibited from moving the Equipment, 2) Service Provider will not tamper with or cause damage to the Equipment, including internet routers and all peripherals,

- 3) Service Provider will not prevent Applicants from accessing Equipment to complete enrollments.
- 4) Service Provider shall provide qualified personnel to serve as Point of Contact(s) (“POC”). POCs staffed for this program shall support Services at their respective location as follows, POC will:
- i. Be available during Kiosk HOO.
 - ii. Greet Applicants when they arrive.
 - iii. Dress professionally.
 - iv. Interface with IDEMIA’s Partner Support Group (PSG) for day-to-day items and escalations (i.e. changes to hours of operation, etc.) and IDEMIA’s Technical Help Desk (“THD”) to report technical difficulties.
 - v. Keep Equipment stocked with receipt printer paper supplied by IDEMIA.
 - vi. Will comply with the training provided by IDEMIA for cleaning of Equipment and will only use approved cleaning supplies (i.e. alcohol-based cleaning solutions may not be used on Equipment).
 - vii. Promptly open a ticket with THD and support troubleshooting directed by the THD should Service Provider become aware of an Equipment issue
 - viii. Have a key for opening the Equipment to perform a system restart. The key to the Equipment will be kept in a secure location when not in use and may not be accessed by anyone that is not a designated POC. The POC will assist with THD troubleshooting of the Equipment.
 - ix. Immediately notify IDEMIA’s Partner Support Group as soon as they become aware of any known or suspected compromises of Personally Identifiable Information (PII) (Any information 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) to persons not authorized to receive that information. Compromises of sensitive PII include but are not limited to the following examples:
 1. A Service Provider employee having access to Sensitive PII intentionally
 2. If Service Provider employee discovers a customer’s government issued ID that was lost or left at the location, the POC will immediately notify IDEMIA so that the customer may be contacted. Service Provider will ensure that the associated PII is kept private and not shared with other persons or entities
 3. If Service Provider observes a 3rd party taking photographs or video of an Applicant’s information.
- 5) Service Provider warrants that it utilizes and shall continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of its employees and independent contractors supporting this SOW to lawfully work in the U.S.
- 6) Only Service Provider employees that have completed all IDEMIA training requirements may perform Services outlined in this SOW.
- 7) IDEMIA will provide initial training for Service Provider employees at IDEMIA expense. Service Provider employees must commit to focused training which includes approximately twenty (20) minutes of training. Examples of specific training topics include, but are not limited to:
- i. Greeting Procedures
 - ii. Equipment Care and Supplies
- 8) Service Provider will be responsible for a reasonable quality of the work related to POC activities outlined in D.4. IDEMIA reserves the contractual right to request the immediate removal of any Service Provider POC. In the case of such removal, Service Provider will immediately provide a replacement POC at the respective store.

- 9) The Service Provider is responsible for maintaining an adequate number of POCs and personnel to ensure day-to-day continuity of operations.
- 10) Service Provider will provide reliable electrical power within ten (10) feet of the Equipment, and all organizational and program-related resources that could reasonably be foreseeable to deliver the Services.
- 11) Service Provider agrees that any Equipment provided by IDEMIA shall remain the sole property of IDEMIA and shall be used exclusively for the provision of Services. Service Provider employees are prohibited from interacting with the Equipment in any way that is not expressly outlined within this SOW.
- 12) Enrollment Center Quality Control: Service Provider will strive to meet the standards outlined in this SOW. Service Provider will allow IDEMIA employee(s), contractors, or customers to occasionally visit each location to confirm standards are still being met. Standards being reviewed during these visits will include, but are not limited to:
 - i. ADA compliance (facility and parking)
 - ii. Compliance with Signage and Branding Minimum Requirements
 - iii. Equipment placement and condition
 - iv. Consumable and their storage
 - v. POC availability and knowledge of the Kiosk program
- 13) Service Provider shall comply with any signage and branding guidelines provided by IDEMIA, including those in Schedule F. For the avoidance of doubt, Service Provider shall avoid all use of IDEMIA logos or that of its customers (e.g, the Agency) without IDEMIA's permission.
- 14) Service Provider shall not alter IDEMIA signage or any other IDEMIA-branded items (collectively "Signage"), or display any Signage not provided or previously authorized by IDEMIA. Signage is subject to change and IDEMIA may, from time to time, ask the Service Provider to update Signage and/or provide access to Service Provider's facility so that IDEMIA may make any such updates. Service Provider shall not display any hand-made signage, and Service Provider hereby acknowledges that any such display is a violation of U.S. federal, state and international copyright and trademark law.
- 15) Service Provider will have published hours of operation ("HOO"), which shall be: Monday - Friday 8:30AM - 12:00PM & 1:00PM - 4:30PM.
- 16) Service Provider may adjust the HOO that each Service Provider location is open to the public at any Service Provider location. Any such HOO changes requested by Service Provider must be requested in writing (email is acceptable) with a minimum of thirty (30) days' notice, and notice must be pre-approved in writing by IDEMIA.
- 17) The Service Provider shall provide Services for 100% of the published HOO. In the event the specified, standard days and hours of operation cannot be met and a single event closure, whether scheduled or unscheduled, of the site is necessary, Service Provider will offer replacement hours comparable to the lost hours respective to the closure date(s) requested, in order to accommodate Applicant scheduling needs.
- 18) Service Provider will ensure Enrollment Center availability 52 weeks per year, with no seasonally oriented closures or reduced operational periods.
- 19) Service Provider shall obtain and maintain insurance as specified herein at all times during the term of the Agreement. All insurance policies required by this SOW shall be issued by insurance companies that may be subject to approval by IDEMIA's Prime Contract customers

i. Fire Damage

Commercial general liability insurance covering \$50,000 of fire damage for any 1 fire.

ii. Protected Information

Liability insurance covering all loss of Confidential Information, such as personally identifiable information, payment card information, and criminal justice information, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

1. \$1,000,000 each occurrence; and
2. \$2,000,000 general aggregate.

iii. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

1. \$1,000,000 each occurrence; and
2. \$1,000,000 general aggregate.

iv. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

1. **\$1,000,000 each occurrence; and**
2. **\$1,000,000 general aggregate.**

v. Additional Insured

IDEMIA's Prime Contract customers shall be named as an additional insured on all commercial general liability.

- 20) Service Provider shall comply with relevant Prime Contract documentation requirements provided by IDEMIA for the jurisdictions in which Service Provider provides Services. Examples of such documentation requirements include, but is not limited to:
- i. Attestations
 - ii. Certifications
 - iii. Certificates of insurance
 - iv. Affidavits
 - v. Nondisclosure & confidentiality agreements
 - vi. Nondiscrimination & sexual harassment agreements
- 21) Service Provider shall not discriminate in violation of applicable state and federal laws against any citizen who is qualified and available to perform the work to which the employment relates. Service Provider nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the applicable state federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 22) Service Provider shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 23) Service Provider shall not discriminate in violation of applicable state and federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 24) Service Provider represents that it is presently in compliance with and will maintain compliance with applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity

Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees.

- 25) The parties hereby agree that IDEMIA's Prime Customer is the intended 3rd party beneficiary of this Agreement.
- 26) Service Provider warrants that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of State Governments. Service Provider must provide IDEMIA with immediate written notice if at any time Service Provider learns that this certification was erroneous when submitted or becomes inaccurate by reason of changed circumstances. The Service Provider also agrees to include the above requirement in any and all Subcontracts into which it enters.

E. IDEMIA Services Responsibilities:

- 1) IDEMIA will manage the overall program needs, working with Agency and Service Provider
- 2) IDEMIA shall provide Service Provider with all required hardware and software to perform each of the services outlined.
- 3) IDEMIA shall maintain and support the workstation at no charge to the Service Provider. However, if any Equipment is lost or damaged by the Service Provider, Service Provider agrees to replace the affected Equipment at the Service Provider’s expense.
- 4) IDEMIA will provide a customer contact center for customers to pre-register for fingerprint processing or to seek information, excluding IDEMIA approved holidays.
- 5) IDEMIA will accept Applicant Fees in the form required by IDEMIA’s prime customer.
- 6) IDEMIA will provide technical and operational support to the Service Provider and their staff during normal operating hours.

APPENDIX I TO ATTACHMENT A

PRIME CONTRACT FLOW DOWN TERMS FOR STATE PROGRAMS

CO STATE PRIME CONTRACT FLOW-DOWN TERMS:

1) **Governing Law**

Notwithstanding any terms of the Agreement to the contrary, when applicable, the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law rules.

Schedule C

Technical Requirements

1. Service Provider agrees that only authorized personnel shall have physical control of and access to the Idemia equipment. When the Idemia equipment are not under the physical control of authorized personnel, they shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If the Idemia equipment becomes compromised, lost, and or stolen at any time, the Service Provider agrees to immediately contact IDEMIA's TouchCare Support Center at (866) 326-5309 to report the matter.
2. Service Provider agrees to provide Internet connectivity within ten (10) feet of the area where the Idemia equipment is installed. Service Provider sites agree to meet the requirements for connectivity to the IDEMIA network, to include:
 - Broadband/High-Speed Business Connection; Usage of a wireless router is allowed with the workstation hardwired into the router. Wireless connectivity is not permitted
 - Internet minimum download and upload speeds that shall be provided are:
 - 3 Mbps download and 1 Mbps upload for 1 workstation
 - 6 Mbps download and 2 Mbps upload for 2 workstations
 - 20 Mbps download and 5 Mbps upload for 8 or more workstations
 - For each kiosk, add 1 Mbps download and 5 Mbps upload for each kiosk in service
 - Dynamic (DHCP) IP address must be provided including DNS
 - Latency must be below 100ms
 - Firewall protection in front of the Idemia firewall must allow outbound and inbound packets per the chart below.
 - Idemia's devices have Trend Micro Anti-virus, which is managed by Idemia.
 - Service Provider may not connect any peripheral devices (for example, phones; USB thumb drives) to the IDEMIA equipment and may not use the IDEMIA workstation for internet browsing or other functions.

The following network access is required to provide proper functionality of IDEMIA fingerprinting systems for SEP, UEP and UES.

	Host Names	IP Address/port(s)	DNS Enabled	Purpose
1	Secure.ues.us.idemia.io [UES] Securedoc.us-gov-west-1.prod.ues.us.idemia.io [UES] UEP-UESecure.identogo.com	52.222.112.74 / TCP 7300	No	Win Magic SecureDoc pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.)
2	Secure.ibtfingerprint.com [SEP]	206.196.26.134 / TCP 8080 67.216.156.46 / TCP 8080	Yes	TrendMicro DataArmor pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.)
3	Vpn.ibtfingerprint.com [SEP] uevpn.identogo.com [UEP] vpn.ues.us.idemia.io [UES] fcems.ues.us.idemia.io vpn.spm.us.idemia.io fcems.spm.us.idemia.io	206.196.26.132 128.136.41.100 3.32.197.208 67.216.165.36 67.216.173.164 TCP/UDP 443/500/1023/4500/10,000/ 9443/8013 for all VPN addresses.	Yes	Cisco VPN Client or Cisco AnyConnect Secure Mobility Client, SSL VPN software

4	Uesupport.identogo.com [SEP] Uesupport.identogo.com [UEP] Support.ues.us.idemia.io [UES]	67.216.173.173 128.136.41.108 3.30.5.76 3.32.164.110 3.218.147.78 18.215.207.189 TCP: 80/443/8200	Yes	Bomgar remote access system.
5	amm81.airlink.com pool.ntp.org	TCP: 8083 UDP: 123/1190/1191/1192/ 1193	Yes	AMM server HTTPS Management Tunnel SSL VPN NTP
6		44.217.29.158, 3.212.231.235 UDP: 12181/12182	No	RADIUS traffic
7	VOIP Telephone: Payload	208.85.187.210 208.85.187.212 207.182.251.211 207.182.251.212 UDP: 5060 TCP: 5061 UDP: 10000–20000 TCP: 443 UDP: 3478–3479	No	SIP Signaling RTP Media NAT Traversal/WebRTC
8	VOIP Telephone: Provisioning/Management	207.182.251.213 208.85.187.213 TCP: 80 TCP: 443	No	Provisioning/Management
9	N/A – traffic routed through VPN	443 TCP 5349 TCP 3478 UDP	Yes	Kiosk video/payload traffic

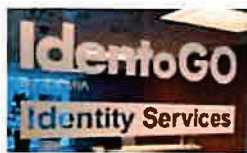
Schedule F Signage and Branding Minimum Requirements

The elements below are required to be posted
at all Enrollment Centers.



IdentoGO Wall Sign (27" W x 14" H)

- The Silver-framed Partner Sign is placed in a lobby, waiting area or the receptionist desk wall where the customer is greeted. A hanging wire is included on the back. The sign is the office or suite entry identifier for the customer to locate the Enrollment Center (EC) when arriving.



IdentoGO Window Decal (15" W x 6" H)

- The decal is placed on the front glass door or on a side window by the front door. This is the exterior identifier for a customer arriving at the EC.
- If the decal cannot be placed on the exterior, like in a multi-tenant building with a common area directory, the EC is to be identified by "IdentoGO – Suite 123" on the building directory, digital sign, or lettering board, etc.



Hours of Operation (HOO) (8.5" W x 11" H)

- The HOO is placed on an inside glass window or door facing out to the exterior. The sign is placed to inform a customer of the HOO from the exterior of the facility when approaching. A suction cup is included for hanging.



Digital Frame (11.5" W x 9" H)

- The Digital Frame is electronically displayed at the receptionist desk, sign-in counter or greeter's desk. The frame serves as a visual to verify payment types and Payable to IDEMIA. In addition, the frame offers a Customer Service Feedback number. Retail services vary by location, if the EC does not offer one of the advertised services, refer the customer to IdentoGO.com.



Form of Payment (8.5" W x 11" H)

- The Payable to IDEMIA sign is on the digital frame, which is placed at the receptionist desk, sign-in counter or greeter's desk, within view of the Greeter or Enrollment Agent (EA).



No Photography/No Cellphone Sign (7" W x 5" H)

- The sign is displayed at every workstation within the EC.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 09/23/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 09/19/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider approval of Subdivision Exemption request by Daniel J. and Coleen L. Tinnes, N1/2, Lots 2 and 3 in Section 4, Township 22, Range 46 west, the 6th P.M. The request is to subdivide approximately 4 acres from the existing 319.96 acres. The property is located in an A-1 Irrigated Agriculture Zoning District. This will be a First Subdivision. The application was approved by the Planning Commission September 10, 2025.

Justification or Background:

Mr. and Mrs. Tinnes are wanting to subdivide off the homestead and acreage to sell to Dillon Hall.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

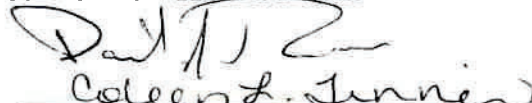
Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 7-7-25


Applicant's / Representative's Signature

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

Property Owner: Daniel J Tinnes and Coleen L. Tinnes

Address: 10250 CR SS - Lamar, Co 81052

Telephone Number: 719-688-5719 Email: dannytinnes@gmail.com
719-688-1400 Email: cdtinnes@gmail.com

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: Brundage Telephone: 719-469-4627

Location of Subdivision:

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

Quarter NE of NW S42246
NW of NE S42246

Section 4 Township 22 Range 46 or

Lot 2+3 Block _____ Subdivision _____

=====>Attach Copy of Deed<=====

Tax parcel number of property (County Assessor's Records) 800058427

Current land classification as per Assessor's Records Agricultural

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

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

If YES, attach copy

Proposed Use of Land Home

Proposed Water Source Mayvalley Water Association

Proposed Means of Sewage Disposal Septic

Proposed Road Access CR PP

Proposed Lot Size 4 ~~X~~ acres Approx

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 10 day of September, 2025

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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

Total Acres: 10.1
Customers: Tinnies, Daniel -



Tinnes Vicinity Map

Write a description for your map.



**CORRECTION
WARRANTY DEED**

THIS DEED, is dated MARCH 3, 2021, and is made between

CUCHARA LAND MANAGEMENT, LLC

County of PROWERS, (whether one, or more than one), the "Grantor," of the
and State of COLORADO, and

DANIEL J. TINNES AND COLEEN L. TINNES

whose legal address is 10250 COUNTY ROAD SS
LAMAR, COLORADO 81052

, the "Grantees,"

of the County of PROWERS and State of COLORADO

WITNESS, that the Grantor, for and in consideration of the sum of -----
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION----- DOLLARS,
(\$ 10.00 & OTHER), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells,
conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint
tenancy, all the real property, together with any improvements thereon, located in the County of
PROWERS and State of Colorado, described as follows:

THE NORTH HALF (N $\frac{1}{2}$), A/D/A (LOTS 1,2,3 & 4 AND S $\frac{1}{2}$ N $\frac{1}{2}$) OF SECTION FOUR (4), IN
TOWNSHIP 22 SOUTH, RANGE 46 WEST OF THE 6TH PM, COUNTY OF PROWERS, STATE OF
COLORADO

Together with 200 shares of The Fort Lyon Canal Company

also known by street address as:
and assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining,
the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever
of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees
and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the
Grantees, and the Grantees' heirs and assigns: that at the time of the enrolling and delivery of these presents, the Grantor is well
seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in
fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except and subject to: ☒ none; or ☐ the following matters:

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any
adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantees and the heirs and assigns of the
Grantees, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Cuchara Land Management, LLC
Cuchara Land Management, LLC

By: *Eddie Hall, Manager*
Eddie Hall, Manager

STATE OF COLORADO

County of PROWERS

} ss.

The foregoing instrument was acknowledged before me this 3RD day of March, 2021,
by EDDIE HALL, MANAGER OF CUCHARA LAND MANAGEMENT, LLC



Witness my hand and official seal.

My commission expires: 03/01/2025

Susan R. Bergquist
Notary Public

*Insert "City and" if applicable.

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)