

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
NOVEMBER 25, 2025**

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

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

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

WORK SESSION

9:00 a.m. Board of Health, continuation
- Southeast Developmental Services
- Don Yoxsimer / Meagan Hillman

9:30 a.m. Abbie Campbell, Prowers County Treasurer
- Updates

10:00 a.m. Travis Greenlee, Lamar Community College
- Application & Fee Waiver Antelope Stampede College Rodeo

10:15 a.m. Stephanie Gonzales, Executive Director SECED
- CDBG Funds Amendment

10:30 a.m. Staffon Warn, Rural Fire Chief
- Holly Siren Cost and Discussion

11:00 a.m. BOCC
- Updates
RETAC Discussion

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

MEETING AGENDA

1:00 p.m. Invocation

 Pledge of Allegiance

 Call Meeting to Order

 Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any, for all County Funds and DHS Funds, which include WHC and H3C Funds
3. Consider Approval of November 12, 2025 Meeting Minutes
4. Consider Approval of November 19, 2025 Special Meeting Minutes

PUBLIC APPEARANCES

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

UPDATES

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

ACTION ITEMS:

1. Consider approval of a Subdivision Exemption Application by Rudy Torres, Judy Torres, and Ian Torres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The request is to subdivide approximately 10 acres from the existing property of 30.12 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be an Amended First Subdivision. The application was approved by the Planning Commission on November 12, 2023.

2. Consider approval of a final Subdivision Exemption Plat Map for Daniel J. and Coleen L. Tinnes. Application request was approved September 10, 2025 by the Planning Commission and on September 23, 2025 by the BOCC. Minor Subdivision for a First Subdivision in the N1/2, Lots 2 and 3 in Section 4, Township 22, Range 46 west, the 6th P.M. Subdividing 3.85 acres and to be recorded in the County Clerk's Office.
3. Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Vaqueros Saddle Club, events scheduled March 3, 21, 2026, April 4, 25, 2026, May 9, 16, 2026, June 13, 27, 2026, July 11, 18, 2026, August 2, 2026 (fair), September 12, 2026, October 17, 2026.
4. Consider approval of a Letter of Support sent to Office of Economic Development & International Trade, formally requesting additional CDBG funding for a loan amendment in the amount of \$812,000.00 (\$700,000 Loan and \$112,000.00 Admin) for the Business Loan Program CDBG 23-640 for the Prowers County-SECED BLF Program.
5. Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Antelope Stampede College Rodeo-Lamar Community College, event scheduled for October 1-4, 2026.
6. Consider ratifying 11-17-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$174,142.54 with a certification date of November 18, 2025, and authorizing the use of the Commissioner's signature stamps.
7. Consider approval of receipt of funds from The Huddleston-Butler Memorial Foundation in the amount of \$8,000 for the purposes of providing gap funding for use in the Fatherhood Program.
8. Consider approval of an IGA between Prowers County Public Health and Environment and Baca County Public Health Agency to provide Environmental Health Services to Baca County effective 1-1-2026.
9. Consider approval of an Access Agreement between Prowers County Board of County Commissioners and Dustin Shipman allowing Mr. Shipman to construct an access off of property owned by Prowers County known as the Lamar Reliever Route (a.k.a. Lamar Bypass) onto property owned by Mr. Shipman. The property is located in Section 20, Township 23, Range 46 West, the 6th P.M. The access request was approved by the Board of County Commissioners on November 12, 2025.
10. Consider approval of 2026 Contract for IT Services from Mirage Technologies for an hourly rate of \$65.00 /hour (business hours), \$75.00 /hour (afterhours), and a \$150.00 minimum on-call rate for a term of January 1, 2026 through December 31, 2026.
11. Consider approval of Signature Authorization Form for the Local Emergency Management Support Emergency Management Program Grant and to submit the grant through EM Grants Pro, authorizing Director of Prowers County OEM, Staffon Warn to execute the grant electronically.

12. Consider approval of PHEP Grant Agreement Number: 2026*0047, Amendment #3 to original Agreement number 2025*0139 and authorizing Public Health Director, Meagan Hillman to execute the Amendment electronically.
13. Consider approval of a Contract Agreement between Prowers County and Quality Environmental Control Specialist for asbestos abatement at 207 E. Elm St. / 210 S. 3rd St., Lamar, CO. 81052 in the amount of \$4,251.00 and authorizing County Administrator, Don Wilson to execute the Contract Agreement.
14. Consider approval of a Resolution to Transfer Revenue from Sales Tax Fund to General Fund in the amount of \$1,500,000.00.

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) for the purpose of a conference with general legal counsel and 1041 legal counsel related to Tri-State's request for a 1041 Permit.

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: 11/25/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 11/14/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of a Subdivision Exemption Application by Rudy Torres, Judy Torres, and Ian Torres in the S½NE¼ of Section 6, Township 22, Range 47 West, the 6th P.M. The request is to subdivide approximately 10 acres from the existing property of 30.12 acres. The property is located in an A-1 Irrigated Agriculture zone. This will be an Amended First Subdivision. The application was approved by the Planning Commission on November 12, 2025.

Justification or Background:

Rudy Torres, Judy Torres, and Ian Torres are requesting to subdivide approximately 10 acres, from their existing 30.12 acres, to sell to Megan and Casey Baanhofman. The application initially requested approximately 12 acres, but Mr. Torres requested that only 10 acres be subdivided, which the Planning Commission approved.

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!

10-6-25

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: 9/15/2025
Applicant's / Representative's Signature: [Signature] Judy Torres

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: Rudy + Judy Torres + Ian Torres
Address: 1750 County Road HH
Telephone Number: 719-688-7361 Email: jrudeinc@aol.com
Applicant's Representative:

Address:
Telephone Numbers: 719-688-7361 Email: jrudeinc@aol.com
Surveyor or Engineer: Lane Brudage Telephone: 719-449-4427

Location of Subdivision: Parcel 1A + Parcel 7B
Subdivision (1st, 2nd, etc.): Amended 1st Subdivision
Quarter S 1/2 NE 1/4
Section 6 Township 23 South Range 47 West of 10th Principal Meridian
Lot Block Subdivision

Attach Copy of Deed

Tax parcel number of property (County Assessor's Records) 800033047

Current land classification as per Assessor's Records

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 none

Proposed Water Source none


Proposed Means of Sewage Disposal none

Proposed Road Access private road easement

Proposed Lot Size Approximately ¹⁰~~12~~ acres

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

Prowers County Planning Commission, Chair



Dated this 12 day of November, 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__





QUITCLAIM DEED

THIS DEED, made this **16TH** day of **OCTOBER, 2023** between

CASEY BAANHOFMAN AND MEGAN BAANHOFMAN

of the County of **PROWERS** and State of **COLORADO**, Grantors and

RUDY TORRES, JUDY TORRES AND IAN TORRES

whose legal address is: **1750 COUNTY ROAD HH
LAMAR, COLORADO 81052**

of the County of **PROWERS,** and State of **COLORADO,** Grantees:

WITNESS, that the Grantors, for and in consideration of the sum of -----**TEN AND OTHER**
GOOD AND VALUABLE CONSIDERATIONS-----DOLLARS, the receipt and
sufficiency of which is hereby acknowledged, have remised, released, sold and **QUITCLAIMED**, and by
these presents do remise, release, sell and **QUITCLAIMED** unto the grantees; their heirs, successors and
assigns forever, not in tenancy in common, but in **Joint Tenancy**, all the, title, interest, claim and demand
which the grantors have in and to the real property, together with improvements, if any, situate, lying and
being in the County of **PROWERS** and State of Colorado:

ALL OF PARCEL 1A AND PARCEL 1B OF THE FIRST SUBDIVISION OF THE S½NE¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUBDIVISION PLAT RECORDED JULY 11, 2023 AT RECEPTION NO. 559518 OF THE PROWERS COUNTY CLERK AND RECORDER RECORDS, COUNTY OF PROWERS, STATE OF COLORADO.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantors, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
) ss
COUNTY OF PROWERS)


CASEY BAANHOFMAN


MEGAN BAANHOFMAN

STATE DOCUMENTARY FEE

Date NOV 07 2023

The foregoing instrument was acknowledged before me this 16TH day of OCTOBER, 2023
by: CASEY BAANHOFMAN AND MEGAN BAANHOFMAN

My commission expires: **DECEMBER 31, 2023**

No Doc Fee

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/25/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 11/14/2025

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider approval of final Subdivision Exemption Plat Map for Daniel J. and Coleen L. Tinnes. Application request was approved September 10, 2025 by the Planning Commission and on September 23, 2025 by the BOCC. Minor Subdivision for a First Subdivision in the N1/2, Lots 2 and 3 in Section 4, Township 22, Range 46 west, the 6th P.M. Subdividing 3.85 acres and to be recorded in the County Clerk's Office.

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

FIRST SUBDIVISION OF LOTS 2 & 3,
SEC. 4, T.22S., R.46W., OF THE
6th P.M., COUNTY OF PROWERS,
STATE OF COLORADO.

I/We hereby apply for a Homestead Exemption from the Broward County Subdivision Regulations on existing for them for land as shown and described hereon. Said tract has on existing homestead upon it with an adequate domestic water system and a septic tank. I/We certify that I/We are legal owners(s) of the tract as shown hereon, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

BEARINGS BASED UPON TRUE
MERIDIAN AS DETERMINED BY
G.P.S. OBSERVATIONS ON LINE
BETWEEN SECTION CORNER
MONUMENTS AS SHOWN

± 0.6 IN COP 10' 3 (SAME AS
THE IN COP OF THE NW 1/4 OF
SEC 4). EXISTING 3/4" REBAR-
AND 2-1/2" ALUM CAP
BRUNDAGL PLS 30087

100:14'55" 76°44'19"

COUNTY ROAD PP

FOR CIP OF THE NEW 1/2 OF
SEC 4 EXISTING 3/4"
REBAR AND 3 1/4" ALUM
HAD PLS 3000' TYPICAL:

THE CORP OF THE

SURVEYOR'S STATEMENT **SEPTEMBER 19, 2025**

LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO CARRIET HINES ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO: THAT ON SEPTEMBER 17, 2015, AS REQUESTED, A SURVEY MADE ON THE GROUND AND DOCUMENTED BY ME, THAT THE LAND SURVEY PLAT WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE. THAT THE SURVEY WAS BASED UPON INFORMATION AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIGNED AND FURTHER RESEARCH INTO EASEMENTS OR RIGHTS-OF-WAY BY THE UNDERGROUND

LANCE W. BRUNDACT
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 3087

PLANNING COMMISSION:
SOUTHERN COLLEGE COLLEGE

Reviewed and Approved by the Provo County Planning Commission:

Chairman Robert Williams Date 11-12-23

BOARD OF COUNTY COMMISSIONERS
DENVER COUNTY, COLORADO

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado

Chapters

STATE OF COLORADO;
COUNTY OF PROWERS SS

I hereby certify that this instrument of record was filed in my office on the _____ day

Clark and Bernard

Deputy

DESCRIPTION OF TRACT

[illegible]

NOISE DIVISION PLANT

050.



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11-25-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 11-17-2025

Return Originals to: Administration Office and Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Vaqueros Saddle Club, events scheduled March 3, 21, 2026, April 4, 25, 2026, May 9, 16, 2026, June 13, 27, 2026, July 11, 18, 2026, August 2, 2026 (fair), September 12, 2026, October 17, 2026.

Justification or Background: Annual Events

Fiscal Impact:

This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

RECEIVED
NOV 14 2025

PROWERS COUNTY FAIRGROUNDS FACILITY
RENTAL AGREEMENT

Today's Date: <u>11/14/25</u>	Date(s) of Events: <u>3/7, 3/21, 4/4, 4/25</u>
Name of Organization: <u>Vaqueros Saddle Club</u>	Set Up Time: <u>1</u> am <input checked="" type="radio"/> pm
Name & Address of Authorized Agent: <u>Rael Thurner</u> <u>28001 CR 3</u> <u>Lamar CO 81052</u>	Event Starts: <u>2</u> am <input checked="" type="radio"/> pm
Phone: <u>719 688 0896</u>	Finish Time: <u>7</u> am <input checked="" type="radio"/> pm
Sales Tax ID: _____	<input checked="" type="checkbox"/> Arena <input type="checkbox"/> Home Ec <input type="checkbox"/> Centennial <input type="checkbox"/> Pavilion
Type of Event: <u>Gymkhana + Ranch Versatility</u>	

5/9, 5/16
6/13, 6/27
7/11, 7/18
8/2 Fair
9/12
10/17

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$ 0 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.

[Signature] 11/14/25
Authorized Agent Date

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

Rental Approved: [Signature] 11-13-25
Maintenance & Facilities Director Date

Chairman Date
Prowers County Board of Commissioners

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: 11/14/25

Organization: Vaqueros Saddle Club

Authorizing Agent Printed name: Azel Thurner

Authorizing Agent Signature: [Signature]

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

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	13	\$1,950 ⁰⁰
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500		
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	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		\$1000.00

* 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)	\$	\$	\$		\$2,950.00
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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 Vaqueros Saddle Club, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

Trying to keep cost down for the people in the area
and promote the horse industry

Will try out Horse Ranch Versity 4th year with
5 events and hoping to bring another reason for kids
and adults to get involved

3/7, 3/21, 4/4, 4/25, 5/7, 5/16, 6/13, 6/27, 7/11, 7/18, 8/2, 9/12, 10/17
Date(s) of Event

[Signature]
Authorized Agent

11/14/25
Date

Fees Included in Waiver Request

<input checked="" type="checkbox"/> Booking Fee	\$ <u>25.00</u>	<input checked="" type="checkbox"/> Arena Rent	\$ <u>1,950.00</u>
<input type="checkbox"/> Pavilion Rent	\$ _____	<input type="checkbox"/> Home Ec Bldg Rent	\$ _____
<input type="checkbox"/> Vaqueros Bldg Rent	\$ _____	<input type="checkbox"/> Parking Lots	\$ _____
<input type="checkbox"/> Arena Pens	\$ _____	<input type="checkbox"/> Pavilion Boarding	\$ _____
<input type="checkbox"/> RV Parking	\$ _____	<input type="checkbox"/> Dry Camping	\$ _____
		<input checked="" type="checkbox"/> Cleaning Deposit	\$ <u>1,000.00</u>

Request is approved with the following conditions:

Date: _____

Chairman
Prowers County Board of Commissioners

Request is denied for the following reason:

Date: _____

Chairman
Prowers County Board of Commissioners



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11-25-2025

Submitter: Don Wilson & Stephanie Gonzales

Submitted to the County Administration Office on: 11-17-2025

Return Originals to: Administration Office and Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of a Letter of Support sent to Office of Economic Development & International Trade, formally requesting additional CDBG funding for a loan amendment in the amount of \$812,000.00 (\$700,000 Loan and \$112,000.00 Admin) for the Business Loan Program CDBG 23-640 for the Prowers County-SECED BLF Program.

Justification or Background: This request is for supplemental funding for the Business Loan Fund Program CDBG Contract 23-640.

Fiscal Impact:

This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

November 12, 2025

Ms. Robyn Berkey
Ms. Audrey Fields
Office of Economic Development &
International Trade
1625 Broadway, Suite 2700
Denver, CO 80202

RE: Additional CDBG Funding CDBG 23-640

Prowers County is formally requesting the approval of additional CDBG funding for a loan amendment for \$812,000.00 (\$700,000 Loan and \$112,000 Admin) for the Business Loan Program CDBG 23-640 to fund an upcoming business loan fund need in the Prowers County-SECED BLF program. The request will be to provide funding for the local business to complete a project that will ultimately create a minimum of 23 jobs. The loan will be considered for approval at the November 26, 2025 SECED, Inc. board meeting prior to being sent to Colorado FRC board.

This supplemental request will give the Prowers County-SECED BLF Program the ability to utilize its current available funding and this supplemental funding, while leaving ample available funding for future loan and admin requests.

We appreciate your consideration in this matter. If you have questions or would like to discuss this further, please reach out to Stephanie Gonzales, SECED Loan Fund Administrator at 719-336-3850.

Sincerely,

PROWERS COUNTY BOARD OF COMMISSIONERS

Ron Cook,
County Commissioner

Roger Stagner,
County Commissioner

Ty Harmon,
County Commissioner



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11-25-2025

Submitter: Administration Office

Submitted to the County Administration Office on: 11-17-2025

Return Originals to: Administration Office and Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for Antelope Stampede College Rodeo-Lamar Community College, event scheduled for October 1-4, 2026.

Justification or Background: Annual Event

Fiscal Impact:

This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: 10-27-2025

Date(s) of Events: 10/1/26 - 10/4/26

Name of Organization:

Lamar Community College

Set Up Time: 12:00 am pm

Event Starts: 5:00 am pm

Name & Address of Authorized Agent:

Travis Greenlee

2401 S. Main St

Lamar Co 81052

Phone: 970-336-1623

Sales Tax ID:

travis.greenlee@lamarecc.edu

Finish Time: 5:00 am pm

X Arena

X Home Ec

Centennial

X Pavilion

Type of

Event: Antelope Stampede College Rodeo

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$ 0 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.

[Signature]
Authorized Agent

10-27-2025
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:

[Signature]
Maintenance & Facilities Director

11-13-25
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: 10-27-2025

Organization: Lamar Community College

Authorizing Agent Printed name: Travis Greenlee

Authorizing Agent Signature: 

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Travis Greenlee

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		400-
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		400-
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500		2000-
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		31000-
* Pavilion Boarding <i>Rodeo Events Minimum Fee Daily</i>	\$20	\$30	\$40		80-
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		120* 12 1440
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		40-
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		—
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		1,000-

* 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)	\$	\$	\$		\$ 8760
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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 Lamar Community College, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

LCC rodeo hosts this rodeo with a limited budget. The school and the rodeo program do not generate a profit from this event. This event is about keeping tradition and providing an opportunity for our athletes to compete in the community where they live and attend school.

10/1/26 - 10/4/26

Date(s) of Event

J. R. G.
Authorized Agent

10/27/25
Date

Fees Included in Waiver Request

<input checked="" type="checkbox"/> Booking Fee	\$ <u>25.00</u>	<input checked="" type="checkbox"/> Arena Rent	\$ <u>1250-</u>
<input checked="" type="checkbox"/> Pavilion Rent	\$ <u>1200-</u>	<input checked="" type="checkbox"/> Home Ec Bldg Rent	\$ <u>1200-</u>
<input type="checkbox"/> Vaqueros Bldg Rent	\$ <u> </u>	<input checked="" type="checkbox"/> Parking Lots	\$ <u>5-</u>
<input checked="" type="checkbox"/> Arena Pens	\$ <u>3,000-</u>	<input checked="" type="checkbox"/> Pavilion Boarding	\$ <u>80-</u>
<input checked="" type="checkbox"/> RV Parking	\$ <u>120 X 12 = 1440</u>	<input checked="" type="checkbox"/> Dry Camping	\$ <u>40-</u>
		<input checked="" type="checkbox"/> Cleaning Deposit	\$ <u>1,000-</u>

Request is approved with the following conditions:

Date: _____

Chairman
Prowers County Board of Commissioners

Request is denied for the following reason:

Date: _____

Chairman
Prowers County Board of Commissioners



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11-25-2025

Submitter: Administration Office

Submitted to the County Administration Office on: Email Poll 11-17-2025

Return Originals to: Administration Office & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider ratifying 11-17-2025 email poll approval of payment of bills presented for County General AP Fund in the amount of \$174,142.54 with a certification date of November 18, 2025, and authorizing the use of the Commissioner's signature stamps.

Justification or Background: Annual Event:

Fiscal Impact:

This item is budgeted in the following account code:

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

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY 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: \$174,142.54 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 18, 2025**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 155,361.39	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 1,371.78	-	-
ROAD & BRIDGE FUND	\$ 6,419.56	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 6,371.72	-	-
OPC FUND	\$ 4,618.00	-	-
Totals	\$ 174,142.54	\$ -	\$ -

DATE: November 18, 2025

DATE: November 18, 2025

DATE: November 18, 2025

DATE: November 18, 2025

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	174,142.54
AP + Fringes	\$	174,142.54
Total Pd Certification - Payroll	\$	174,142.54
Total Payroll + Fringes	\$	-

Ending Check No.	76876
Beginning Check No.	76818

Total Number of Checks:	59
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STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Abbie Campbell
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

November 18, 2025

76818-76876

	\$	155,361.39	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 155,361.39

ARPA -

0018

			Total \$ -

ROAD & BRIDGE FUND - 02

0020

	\$	6,419.56	
Payroll	\$	-	
Fringes	\$	-	Total \$ 6,419.56

FSA (Cafeteria) 552

0552

	\$	-	
	\$	-	Total \$ -

Sheriff's Booking Fees

0675

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

SALES & USE TAX FUND - 03

0900

	\$	-	
	\$	-	
			Total \$ -

CONSERVATION TRUST FUND - 06

0130

	\$	-	
	\$	-	Total \$ -

CAPITAL FUND - 07

0100

	\$	-	
	\$	-	Total \$ -

OTHER AGENCIES FUND- 08

	\$	-	
	\$	-	Total \$ -

LODGING TAX - 09

0014

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

PUBLIC HEALTH AGENCY - 11

0676

	\$	1,371.78	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 1,371.78

CRMC

0016

	\$	6,371.72	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 6,371.72

JPC

0017

	\$	4,618.09	
Payroll	\$	-	
Total Fringes	\$	-	Total \$ 4,618.09

Paula Gonzales, Finance Director

GRAND TOTAL \$ 174,142.54



Prowers County, CO

Check Register

Packet: APPKT00190 - 103.11.2025 11/18/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	11/18/2025	Regular	0.00	55.00	76818
AIR1	A-1 Rental & Sales	11/18/2025	Regular	0.00	524.00	76819
VEN01077	ABBIE CAMPBELL	11/18/2025	Regular	0.00	226.80	76820
ATS1	Ace Tire Service LLC	11/18/2025	Regular	0.00	1,490.00	76821
APECI	ALL-PHASE ENVIRONMENTAL CONS	11/18/2025	Regular	0.00	2,140.00	76822
AMAZON	Amazon Capital Services	11/18/2025	Regular	0.00	70.21	76823
AVA1	Ark Valley Auto Service	11/18/2025	Regular	0.00	878.56	76824
ATM1	Atmos Energy	11/18/2025	Regular	0.00	116.44	76825
AXIOM	Axiom Human Resource Solutions, Ir	11/18/2025	Regular	0.00	211.99	76826
KOEHN	Barbara Koehn	11/18/2025	Regular	0.00	236.96	76827
BWS1	Bristol Water & Sanitation District	11/18/2025	Regular	0.00	55.00	76828
CET1	Century Link	11/18/2025	Regular	0.00	186.07	76829
CINTASCORP	CINTAS CORPORATION NO. 2	11/18/2025	Regular	0.00	712.31	76830
LAM1	City of Lamar	11/18/2025	Regular	0.00	14,932.66	76831
	Void	11/18/2025	Regular	0.00	0.00	76832
LAM1	City of Lamar	11/18/2025	Regular	0.00	360.18	76833
LAM1	City of Lamar	11/18/2025	Regular	0.00	2,966.00	76834
DEL1	Coloradoland Tire & Service	11/18/2025	Regular	0.00	128.04	76835
CoPro EFP	CoPro EFP LLC	11/18/2025	Regular	0.00	722.03	76836
CQPEST	Country Quality Pest Control, Inc.	11/18/2025	Regular	0.00	100.00	76837
FINEYD	Darrell Finney	11/18/2025	Regular	0.00	177.72	76838
DELL1	Dell Marketing L.P.	11/18/2025	Regular	0.00	31.06	76839
DEL2	DeLoach's Water Conditioning Inc.	11/18/2025	Regular	0.00	177.00	76840
DAF1	District Attorney	11/18/2025	Regular	0.00	32,734.67	76841
RUSSELL	Dorothy Russell	11/18/2025	Regular	0.00	177.72	76842
EvoGov	EvoGov, Inc.	11/18/2025	Regular	0.00	199.00	76843
GSD1	Granada School District RE-1	11/18/2025	Regular	0.00	10,177.75	76844
GRANITE	Granite Telecommunications, LLC	11/18/2025	Regular	0.00	555.89	76845
GTA1	Great America Financial Services	11/18/2025	Regular	0.00	393.09	76846
RAMSAYJ	James Ramsay	11/18/2025	Regular	0.00	125.00	76847
VEN01079	Jo Ann Medina	11/18/2025	Regular	0.00	444.30	76848
LAP1	Lamar Auto Parts	11/18/2025	Regular	0.00	788.45	76849
LAWSONPRODUCTS	LAWSON PRODUCTS INC	11/18/2025	Regular	0.00	264.11	76850
VEN01080	Margaret Foster	11/18/2025	Regular	0.00	118.48	76851
CART1	Mikki Cartwright	11/18/2025	Regular	0.00	92.50	76852
Mirage	Mirage Technologies	11/18/2025	Regular	0.00	4,095.00	76853
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLU	11/18/2025	Regular	0.00	48.72	76854
VEN00932	NBC STORAGE	11/18/2025	Regular	0.00	50.00	76855
JIMENEZ	Paul Jimenez	11/18/2025	Regular	0.00	211.04	76856
PITSTOPLLC	PIT STOP, LLC	11/18/2025	Regular	0.00	80.57	76857
PLAINS	Plains Disposal, LLC	11/18/2025	Regular	0.00	160.00	76858
STAGNERR	Roger Stagner	11/18/2025	Regular	0.00	195.00	76859
CKN1	Ron Cook	11/18/2025	Regular	0.00	195.00	76860
SAP1	Sanofi Pasteur Inc	11/18/2025	Regular	0.00	63.97	76861
MRS1	Shred America	11/18/2025	Regular	0.00	47.25	76862
SCP1	Southeast Colorado Power Associati	11/18/2025	Regular	0.00	36.31	76863
PECK	Terri Peck	11/18/2025	Regular	0.00	238.28	76864
COLE	Thelma Cole	11/18/2025	Regular	0.00	236.96	76865
DUNAG	Thomas Dunagan	11/18/2025	Regular	0.00	100.00	76866
TSC1	Tractor Supply Credit Plan	11/18/2025	Regular	0.00	524.96	76867
VEN00958	TY HARMON	11/18/2025	Regular	0.00	195.00	76868
TTI1	Tyler Technologies Inc	11/18/2025	Regular	0.00	83,607.00	76869
URS1	UBEO Business Services	11/18/2025	Regular	0.00	143.75	76870
VER1	Verizon Wireless	11/18/2025	Regular	0.00	37.67	76871

Check Register

Packet: APPKT00190-103.11.2025 11/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VIA1	Viaero Wireless	11/18/2025	Regular	0.00	333.56	76872
VEN01078	Vickie Parker	11/18/2025	Regular	0.00	70.35	76873
WAG1	Wagner Equipment Co	11/18/2025	Regular	0.00	1,845.91	76874
WAX1	Waxie Sanitary Supply	11/18/2025	Regular	0.00	1,057.25	76875
VEN01073	WEGENER, LANE & EVANS, P.C.	11/18/2025	Regular	0.00	8,000.00	76876

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	58	0.00	174,142.54
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
	122	59	0.00	174,142.54

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2025	174,142.54
			<u>174,142.54</u>

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/25/2025

Submitter: Department of Human Services

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

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: No Contract Required

Item Title/Recommended Board Action:

Consider approval of receipt of funds from The Huddleston-Butler Memorial Foundation in the amount of \$8,000 for the purposes of providing gap funding for use in the Fatherhood Program.

Justification or Background:

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

County:

Federal:

State:

Other:

Approved by the County Attorney on: 11-18-2025

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

THANK YOU!



October 23, 2025

Re: Huddleston Butler Memorial Foundation

121 S. Tejon Street,
Suite 1109
Colorado Springs, CO 80903
(719) 400-7474
(800) 575-9517
(719) 400-7499
dadavidson.com
D.A. Davidson & Co. member SIPC

Prowers County Dept of Human Services

1001 S Main Street

Lamar, CO 81052

Congratulations. You are a recipient of a grant that has been made from the Huddleston Butler Memorial Foundation for the amount of \$8,000.

Please contact trustees, Suzette Hall or John Lefferdink, at 719-688-2077, or Amy McCormick at D.A. Davidson Trust Company, at 206-389-4083, if you have any questions.

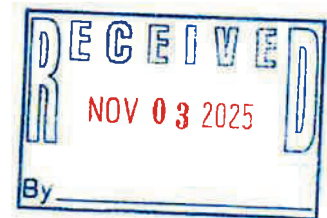
On behalf of DA Davidson:

John M Eden CFP

Senior Vice President, Financial Advisor

jeden@dadco.com

719-400-7481



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11.25.2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 11.13.2025

Return Originals to: Meagan Hillman, PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: Effective 01.01.2026

Item Title/Recommended Board Action: Consider approval of an IGA between Prowers County Public Health and Environment and Baca County Public Health Agency to provide Environmental Health Services to Baca County effective 1-1-2026.

Justification or Background:

Longstanding relationship. Our service area per state contract is Baca, Bent, Kiowa, and Prowers.

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10.15.2025 via email

Additional Approvals (if required):

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052

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

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2026 through December 31, 2026.

RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill BCPHA a flat fee of \$6473 for CY 2026 for approximately 77 hours of service for any environmental health services rendered to Baca County or its citizens. The hourly rate for the initial term of this agreement shall be \$84.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$6473. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the BCPHA, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Baca County; these hours and activities will be documented and submitted to the BCPHA semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an quarterly invoice to BCPHA in the amount of \$1,618.25 with payments due March 31, 2026, June 30, 2026, September 30, 2026, and December 31, 2026.
- d. BCPHA shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. STATUTES, REGULATIONS AND ORDINANCES

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

10. NON-APPROPRIATION

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

11. SEVERABILITY

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

12. TERMINATION

PCPHE or BCPHA may terminate this Agreement by giving 30 days' notice, in writing, to the other party.

13. NOTICES

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

PCPHE - Environmental Health Representative:

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

BCPHA Representative:

Baca County Public Health Agency
Keshian Holcomb, Director
741 Main St
Springfield, CO 81073

14. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2025, to be effective as of January 1, 2026.

PROWERS COUNTY

Ron Cook, Chairman BOCC

Date

BACA COUNTY



Troy Bishop, Chairman BOCC

11/13/25

Date

EXHIBIT 1
ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK

GENERAL DESCRIPTION

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Baca County during the period beginning January 1, 2026 and ending December 31, 2026.

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

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

SPECIFICATIONS

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

RECORDS AND RECORD MANAGEMENT

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

ENFORCEMENT

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

WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in

fulfillment of its obligations under this contract shall be the property of Baca County, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Baca in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE

Environmental Health Service Program/Work Activity	Product Output	Estimated Quantity of Products
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-site Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	45
Child Care Facility Inspection Program	Inspection Reports	6
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	1
Mobile Home Park Inspection Program	Inspection Reports	0
School Safety Inspection Program	Inspection Reports	6
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	2
Zoonotic Disease	Investigation Reports	1
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2026

TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS

AIR QUALITY

- Verification of complaints and assist the state as requested

ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY

- Illegal dumping investigation
- Advise BCPHA and Baca County BOH regarding nuisance complaints
- Clandestine methamphetamine laboratory closure assistance

ENVIRONMENTAL PLANNING AND CONSULTING

- General environmental consulting
- Public information
- Adult and child protection environmental consulting

FOOD SAFETY AND SANITATION

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

INSTITUTIONAL SANITATION AND SAFETY

- Child Care Facility Inspection Program
- School Safety Inspection Program

RADON

- Indoor Air Radon Sampling and Mitigation Consulting Program

PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS

- Complaint investigations and enforcement

WATER QUALITY

- On-site Wastewater Treatment System (OWTS) Regulation Development
- OWTS Permit and Construction Compliance Inspection Program
- OWTS Malfunction Investigation

ZOOZOSES

- Zoonotic Disease (Plague, Tularemia, Rabies, West Nile Virus) Surveillance and Investigation Program

Notes

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.
2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/25/2025

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 11/18/2025

Item Title/Recommended Board Action:

Consider approval of the Access Agreement between Prowers County Board of County Commissioners and Dustin Shipman allowing Mr. Shipman to construct an access off of property owned by Prowers County known as the Lamar Reliever Route (a.k.a. Lamar Bypass) onto property owned by Mr. Shipman. The property is located in Section 20, Township 23, Range 46 West, the 6th P.M. The access was approved by the Board of County Commissioners on November 12, 2025.

Justification or Background: Per the Notice of Non-Access implemented in 1997, individuals seeking access to property, that lies adjacent to the Lamar Reliever Route (aka Lamar Bypass) must request permission to build the access from the Prowers County Commissioners.

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!

LAMAR RELIEVER ROUTE ACCESS AGREEMENT

APPROVAL OF A REQUEST FOR ACCESS TO PROPERTY THAT LIES CONTIGUOUS TO PROPERTY OWNED BY THE PROWERS COUNTY BOARD OF COUNTY COMMISSIONERS, FORMALLY KNOW AS THE LAMAR RELIEVER ROUTE (a.k.a. LAMAR BYPASS), PURSUANT TO THE NOTICE OF NON-ACCESS ADOPTED

1. The Prowers County Board of County Commissioners received a request for access from Dustin Shipman for access to his property that lies contiguous to the proposed Lamar Reliever Route (a.k.a. Lamar Bypass)
2. The Prowers County Board of County Commissioners has approved said request for access by Dustin Shipman for his property located in Section Twenty (20), Township Twenty-Three South (23S), Range Forty-Six West (46W) of the Sixth Prime Meridian (6th P.M.).
3. The Prowers County Board of County Commissioners has approved the point of access to the property as indicated on the map provided by Dustin Shipman. Access to the property is limited to one access point.
4. Any changes to the location the access point or additional access points must be submitted by written request to the Prowers County Board of County Commissioners.
5. Failure to request a change of location and/or additional access to the property may result in said approval being revoked and future requests denied by the Prowers County Board of County Commissioners

APPROVED 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: 11/25/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 11/10/25

Return Originals to: Don Wilson

Number of originals to return to Submitter: 2

Contract Due Date: 01/01/26

Item Title/Recommended Board Action: Consider approval of 2026 Contract for IT Services from Mirage Technologies for an hourly rate of \$65.00 /hour (business hours), \$75.00 /hour (afterhours), and a \$150.00 minimum on-call rate for a term of January 1, 2026 through December 31, 2026

Justification or Background:

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney 11-11-2025 _____

Finance _____

Clerk _____

HR _____

**PURCHASE OF SERVICES CONTRACT
PROWERS COUNTY, COLORADO**

THIS CONTRACT entered into effective the 1st day of January, 2026 by and between by and between the Board of County Commissioners of Prowers County ("County"), and **Mirage Technologies**, FEIN #81-1900227 , with address for notice of 1006 South Main Street, Lamar, CO 81052 ("Contractor").

WITNESSETH,

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

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

1. Term. This contract will be effective from January 1st, 2026, date until December 31, 2026. Notwithstanding the provisions of this paragraph 1, either party to this Agreement may terminate this Agreement upon 30-day's written notice to the other party.

2. Services by Independent Contractor. Independent Contractor agrees to provide IT support, computer maintenance, troubleshooting and support, networking maintenance, troubleshooting and support for Prowers County's staff on an on-call basis at times and locations designated by Prowers County.

3. Contract Price. Prowers County will pay Independent Contractor at the rate of \$65.00 per hour for Contractor's actual time provided during standard time between 6:00 a.m. and 6:00 p.m. and at the rate of \$75.00 per hour for Contractor's actual time provided during off-hour time between 6:00 p.m. and 6:00 a.m. Any days Prowers County deems as required for Contractor to remain on call will be billed at the agreed upon rates with a minimum of \$150.00 per day.

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

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

6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees,

including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

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

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

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

9. Warranties of Contractor. Contractor represents and warrants that it will perform the work with reasonable care and skill, and that the services and materials provided by

Contractor to Prowers County pursuant to this Agreement will not infringe on or violate any intellectual property rights or other right of any third party.

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

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

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

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

14. Appropriation. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.

15. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

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

BOARD OF COMMISSIONERS,
PROWERS COUNTY, COLORADO

By _____
Ron Cook, Chairman

INDEPENDENT CONTRACTOR:

By 
Contractor's Signature

Date signed: 11/13/25

ATTEST:

By _____
Jana Coen, Clerk

Date signed: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: November 25, 2025

Submitter: Staffon Warn

Submitted to the County Administration Office on: 11-18-25

Return Originals to: Staffon Warn

Number of originals to return to Submitter: 1 (Signature Authorization Form)

Contract Due Date: NA

Item Title/Recommended Board Action:

Consider approval of Signature Authorization Form for the Local Emergency Management Support Emergency Management Program Grant and to submit the grant through EM Grants Pro, authorizing Director of Prowers County OEM, Staffon Warn to execute the grant electronically.

Justification or Background: This is a 50% (\$32,535.50) grant to provide funding support to the Prowers County Office of Emergency Management. Total grant amount is \$64,707

Fiscal Impact: This item is budgeted in the following account: 01-32

County: \$ \$32,535.50 Federal: \$ 0 State: \$32,535.50 Other: \$

Approved by the County Attorney on: 11-18-2025

Additional Approvals (if required):

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

THANK YOU!

Application - Prowers EMPG/LEMS


Draft

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	Prowers EMPG/LEMS
Total Project Cost:	\$64,707.00
Eligible Amount:	\$64,707.00
Funding Sources:	Federal - \$0.00 State - \$0.00 Local - \$0.00
FEMA Obligation Data:	Federal Number - < no value > Edit

Workflow Summary

Current Step:	1) Unsubmitted
	Description: Submission
	 Draft

Grant

EMPG 25-26 Emergency Management Performance Grant

Emergency Management Performance Grant
Start Date: October 1, 2025
Closed: June 30, 2026
Work Deadline: September 30, 2026
Assistance Listing Number (CFDA): 97.042

Applicant

Prowers County

County Jurisdiction: Prowers
Prowers County (Region - South East, Statewide, Service Area - Southeast Region)
UEI: Y8C4HSXY95M6
FIPS:
FEIN #: 846000796
DUNS #: 014854343 Type: County
Physical/Mailing: 2506 South Main Street
Lamar, CO, 81052-3927

Jurisdiction Information

Summary Information

Grant:	EMPG 25-26 Emergency Management Performance Grant
Project Type:	EMPG-LEMS Project(General ND Application - standardND/)
Project Title:	Prowers EMPG/LEMS <small>Used to help identify the Project. E.g. Jurisdiction + Project Name</small>
Allocation Category:	Local Project
Service Area:	Service Area - Southeast <small>Only regions that have a local share allocated on the Grant are displayed</small>
This application contains Work Activity and Costs in the following areas:	Planning <small>Hold Ctrl key to select multiple areas</small>
Project Description:	Maintain a current EOP and associated ESF's, maintain a functional EOC, maintain and test all systems used within the Emergency Management realm, Establish/conduct and attend meetings, Keep BOCC apprised of operations and functionality including budget preparation. Write grants to assist with EM equipment and functions. Assist Towns and Cities with EM functions. <small>Provide a brief, but detailed, description of the Project.</small>
Emergency Manager Contact:	Staffon Warn - Director Edit Email Address: staffon.warn@prowerscounty.net Phone: 719-336-2674
Emergency Management Employment Status:	Full Time
Hours worked per week for jurisdiction in all job titles:	20
Hours worked per week devoted to Emergency Management:	20
Emergency Manager Reporting Manager Title:	Chairman BOCC

Chief Financial Officer: Paula Gonzales - finance driector/budget officer
[Edit](#)
Email Address paula.gonzales@proverscountynet
Phone 719-336-8030

Senior Elected Official Name: Ron Cook

Senior Elected Official Title: Chairman, BOCC

Chief Executive Official: Don Wilson

Additional Emergency Management Staff

Type	Number	Total Staff Hours/Week	Total EM Hours/Week
Full Time Professional	1	20	20
Full Time Clerical			
Part Time Professional			
Part Time Clerical			
Volunteer			
Other Personnel			
Totals	1	20	20

Jurisdiction Information

Agency or Jurisdiction DUNS #: 014854343
Unique Entity Identifier (UEI): Y8C4HSXY95M6

Congressional District: Lamar

Agency or Jurisdiction Physical Address

Address Line 1: 2506 South Main Street

Address Line 2:

City: Lamar

State: CO - Colorado

Zip Code:

81052-3927

Agency or Jurisdiction Mailing Address

Name:

Only needed if different from Applicant Name

Copy Agency or Jurisdiction

Physical Address:

Yes

Primary Award Performance Location

Same as above address:

Yes - Physical

Personnel

Staffing Pattern

Employee Details	Gross Annual Salary	Gross Annual Benefits	Total Hours Per Week	EM Hours Per Week	% EM Hours Per Week	EMPG Eligible Salary	EMPG Eligible Benefits	
Name: Staffon Warn								
Title: Director	\$26,767.00	\$6,440.00	20.00	20.00	100.00%	\$26,767.00	\$6,440.00	Edit
Type: Full-Time Employee								
Start Date: Oct 1, 1993								
Grand Total	\$26,767.00	\$6,440.00				\$26,767.00	\$6,440.00	

Add Employee

EMPG Required Training

Certificate Date	Employee	Course Name or Number	Certificate
Certificate Date and Upload are not required at time of Application			

Program Budget

The EMPG Eligible Salaries & Benefits amount from the Personnel form has already been added as a Project Cost.

Please use the below expense table to add any additional costs related to your EMPG project.

Note: Changes to the Personnel form require saving in order to see the most up to date value on the Project Cost line below.

Estimated Expenses

Type	Description	Qty	Price	Total
Salary & Benefits	Personnel Costs	1	\$ 33,207.00	\$33,207.00
Other	Telephone	1	\$ 2,200.00	\$2,200.00
Other	Mileage/Meetings	1	\$ 300.00	\$300.00
Other	Education/Training/Seminars	1	\$ 300.00	\$300.00
Other	Maintenance Contracts	1	\$ 1,500.00	\$1,500.00
Other	Utilities	1	\$ 19,000.00	\$19,000.00
Other	EOC Maintenance/Repair	1	\$ 3,500.00	\$3,500.00
Other	Equipment Repair/Maintenance	1	\$ 3,500.00	\$3,500.00
Other	Office Supplies	1	\$ 300.00	\$300.00
Other	Operating Supplies	1	\$ 600.00	\$600.00
Other	Computer Supplies/Support	1	\$ 300.00	\$300.00
Application Total				\$64,707.00
Grand Total				\$64,707.00

State Use Only

Awarded Amount: \$

This field represents the approved grant award amount by the State for this application.

Quarterly Maximum
Reimbursement Amount:

\$

This is calculated as the Awarded Amount/4 and is the maximum amount that can be reimbursed on each quarter

Total Overmatch: \$64,707.00

Funding Sources

Method:

☒ By Percent

☐ By Amount

Federal Award Amount:

*

%

\$0.00

Local Match Amount:

%

\$0.00

Total Program:

0

%

\$0.00

This field must equal 100%

Certifications


Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true? No

Certifications

 By checking this box and typing my name below, I am electronically signing this application and certifying that the information provided is true, accurate, and complete to the best of my knowledge. I also certify that:

- The funds requested will be utilized in accordance with federal and state laws and regulations;
- The request does not supplant other funds;
- Requesting entity is NIMS compliant.

Name of Agency Authorized Representative: Staffon Warn

Date: Nov 17, 202

Planning Work Plan

Upload Current EOP:



2025PROWERS BASIC EOPfinalwithallsig1-23-25

Nov 17, 2025

EMF #: 1 - Finance and Administration

Edit

- **Key Activities:** Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (work plan), equipment inventory and monitoring
- **Quarter 1 Action/Deliverables:** Submit Qtr 1 Reports and Claims
- **Quarter 2 Action/Deliverables:** Submit Qtr 2 Reports and Claims
- **Quarter 3 Action/Deliverables:** Submit Qtr 3 Reports and Claims
- **Quarter 4 Action/Deliverables:** Submit Qtr 4 Reports and Claims

EMF #: 4 - Hazard Mitigation Plans and Projects

Edit

- **Key Activities:** Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects coordination of Environmental and Historic Preservation (EHP) reviews
- **Quarter 1 Action/Deliverables:** Participate with SE Region to select vendor
- **Quarter 2 Action/Deliverables:** Conduct or attend regional meetings to assist with the rewrite of the current plan. Conduct meetings or emails to acquire information from department heads and Subject Matter Experts to be included in the plan. Provide updates to the BOCC on progress.
- **Quarter 3 Action/Deliverables:** Provide draft plan to department heads to SME and BOCC to
- **Quarter 4 Action/Deliverables:** Finalize document and concurrence then obtain BOCC and any other signatures.

EMF #: 5 - Emergency Operations Plans

Edit

- **Key Activities:** Development/upgrades/revisions of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 3.0, fostering partnerships with EOP stakeholder agencies and organizations
- **Quarter 1 Action/Deliverables:** Review current EOP and associated ESF's
- **Quarter 2 Action/Deliverables:** Review current EOP and associated ESF's
- **Quarter 3 Action/Deliverables:** Add any changes or updates needed.
- **Quarter 4 Action/Deliverables:** Obtain BOCC signatures of plan changes and updates.

EMF #: 6 - Recovery Plans

Edit

- **Key Activities:** Development/upgrades/revisions of Local/Tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
- **Quarter 1 Action/Deliverables:** Regional Recovery Plan to be reviewed to determine and changes or additions.
- **Quarter 2 Action/Deliverables:** Make and determined changes or additions to Regional Recovery Plan.
- **Quarter 3 Action/Deliverables:** Review changes
- **Quarter 4 Action/Deliverables:** Submit changes to BOCC.

EMF #: 7 - Training

Edit

- **Key Activities:** NIMS training delivery, professional development for staff, development of Local/Tribal Integrated Preparedness Plan (IPP)
- **Quarter 1 Action/Deliverables:** Attend CEMA Conference Attend Oklahoma Emergency Management Conference
- **Quarter 2 Action/Deliverables:** Additional or required trainings will be added here.
- **Quarter 3 Action/Deliverables:** Additional or required trainings will be added here.
- **Quarter 4 Action/Deliverables:** Additional or required trainings will be added here.

Edit

EMF #: 8 - Exercises

- **Key Activities:** Participation in exercises as "Sponsoring" and/or "Participating" agencies
- **Quarter 1 Action/Deliverables:** Actual events or exercises to be added
- **Quarter 2 Action/Deliverables:** Actual events or exercises to be added
- **Quarter 3 Action/Deliverables:** Actual events or exercises to be added
- **Quarter 4 Action/Deliverables:** Actual events or exercises to be added

Edit

EMF #: 10 - Communications

- **Key Activities:** Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
- **Quarter 1 Action/Deliverables:** Exercise POD COMM Exercise ICRI Inventory and functionality of radio cache Monitor NOAA Weather Transmitter operability Purchase 800mhz/VHF handhelds
- **Quarter 2 Action/Deliverables:** Exercise POD COMM Exercise ICRI Inventory and functionality of radio cache Monitor NOAA Weather Transmitter operability
- **Quarter 3 Action/Deliverables:** Exercise POD COMM Exercise ICRI Inventory and functionality of radio cache Monitor NOAA Weather Transmitter operability
- **Quarter 4 Action/Deliverables:** Exercise POD COMM Exercise ICRI Inventory and functionality of radio cache Monitor NOAA Weather Transmitter operability

Edit

EMF #: 13 - Resource Management

- **Key Activities:** Development/maintenance of local resource mobilization plans and processes, including database management systems, inventory, financial controls and relevant forms.
- **Quarter 1 Action/Deliverables:** Update all CRRF's Exercise mobile command trailer Change out lights to LED on portable light tower. Check SUV fluids and exercise
- **Quarter 2 Action/Deliverables:** Exercise portable light tower and check oil/fuel Inventory mass care trailer Inventory surge trailer
- **Quarter 3 Action/Deliverables:** Exercise portable light tower and check oil/fuel Exercise mobile command trailer
- **Quarter 4 Action/Deliverables:** Check SUV fluids and exercise Exercise portable light tower

Edit

EMF #: 9 - Incident Management

- **Key Activities:** EOC management, Continuity of Operations (COOP), multi-agency coordination, support of incident command operations
- **Quarter 1 Action/Deliverables:** Updates and availability to WEB EOC
- **Quarter 2 Action/Deliverables:** Updates and availability to WEB EOC
- **Quarter 3 Action/Deliverables:** Updates and availability to WEB EOC
- **Quarter 4 Action/Deliverables:** Updates and availability to WEB EOC

Edit

EMF #: 14 - Facilities Management

- **Key Activities:** Monitoring & maintenance of EOC/Alternate EOC facilities and equipment.
- **Quarter 1 Action/Deliverables:** Resource building constructed. Move in mobile command, mass care, surge, SUV and light tower into new building. Maintain operational EOC Check operational status of generators at temporary shelters in Bristol and Wiley. AST State inspections and paperwork.
- **Quarter 2 Action/Deliverables:** Paint AST for EOC generator Maintain operational EOC
- **Quarter 3 Action/Deliverables:** Maintain operational EOC EOC and NOAA generator annual inspection
- **Quarter 4 Action/Deliverables:** Maintain operational EOC

EMF #: 15 - Crisis Communication, Public Information and Education

Edit

- **Key Activities:** Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of local Alert and Warning Plans and procedures.
- **Quarter 1 Action/Deliverables:** Assist with TV translators relating to emergency messaging Review alert and warning plan Assist the Town of Holly with the purchase and replacement of 2 OWS controls, update EOC activation computer and new radio. Add the Town of Holly to the county wide network of OWS.
- **Quarter 2 Action/Deliverables:** Assist with TV translators relating to emergency messaging Determine any changes or additions to alert and warning plan
- **Quarter 3 Action/Deliverables:** Assist with TV translators relating to emergency messaging
- **Quarter 4 Action/Deliverables:** Assist with TV translators relating to emergency messaging Complete alert and warning plan and obtain BOCC signatures

Add Project



COLORADO

Division of Homeland Security
& Emergency Management

Department of Public Safety

Signature Authorization Form

Form Instructions:

Subrecipient Name - Legal name of jurisdiction

Award Agreement Encumbrance Number - Located on Small Dollar Grant Award (SDGA) or the grant program and grant year if unknown

Signature Authorization Section requirements -

- **Application:** Board of County Commissioner (BOCC)/County Manager/Sheriff - whoever holds the authority to enter into the terms & conditions of the grant **and** Chief Financial Officer (CFO)/Fiscal Officer must sign this form. The local Emergency Manager's (EM) signature authorization should be captured by advancing/submitting in EMGrants Pro and therefore, does not need to sign this form.
- **Progress Report:** Only the local EM is the authorized signer and it should be captured by advancing/submitting in EMGrants Pro so this form does not need to be signed by the local EM. If another person has been delegated, this form must be signed unless they have EMGrants Pro access to advance/submit.
- **Request for Reimbursement (RFR):** Only the CFO/Fiscal Officer or designated person on behalf of the CFO/Fiscal Officer must sign this form unless they have access to advance/submit in EMGrants Pro. The local EM may be the authorized signer and is captured by advancing/submitting in EMGrants Pro.
- **Scope/Budget Change:** CFO/Fiscal Officer must sign this form and the local EM's signature authorization should be captured by advancing/submitting in EMGrants Pro.

SUBRECIPIENT NAME: PROWERS COUNTY

AWARD AGREEMENT
ENCUMBRANCE NUMBER: _____

Please select the authorization purpose for this signature submission: Authorize Application

The Subgrantee and responsible signatories certify by signing that they have read and understand the Application including the grant requirements, and if awarded, are fully cognizant of their duties and responsibilities for this grant and will comply with, and follow, all requirements established in Federal and DHSEM grant guidance. The Subgrantee understands and agrees that any subgrant award received as a result of this application shall incorporate by reference the information contained herein.

By signing, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature Authorization Section:

PRINTED: Signature #1 Name	<u>Ron Cook</u>	PRINTED: Signature #2 Name	<u>Paula Gonzales</u>
TITLE for Signature #1	<u>BOCC Chair</u>	TITLE for Signature #2	<u>Finance Director/Budget Officer</u>
EMAIL for Signature #1	<u>rcook@prowerscounty.net</u>	EMAIL for Signature #2	<u>paula.gonzales@prowerscounty.net</u>
PHONE for Signature #1	<u>(719) 336-8025</u>	PHONE for Signature #2	<u>(719) 336-8025</u>
DATE of Signature #1	_____	DATE of Signature #2	_____

Signature #1

Signature #2

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: November 25, 2025

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 11.19.2025

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: 12.15.2025

Item Title/Recommended Board Action: Consider approval of PHEP Grant Agreement Number: 2026*0047, Amendment #3 to original Agreement number 2025*0139 and authorizing Public Health Director, Meagan Hillman to execute the Amendment electronically.

Justification or Background: PHEP Amendment (Emergency Preparedness and Response funding)

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

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

Approved by the County Attorney on: 11-19-2025

Additional Approvals (if required):

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

THANK YOU!

FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: 2026*0047 Amendment #3

The updated information provided here does not modify the original contract or original task order in any way. The information provided here informs the grantee of updated items that are required under 2 CFR 200.332.

Data Required by 2 CFR 200.332 (All pass through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, the changes are to be reflected in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.):

- A. Subrecipient name: Shown in Contractor box on cover page of original contract and subsequent modifications.
- B. Subrecipient's unique entity identifier: Y8C4HSXY95M6
- C. Federal Award Identification Number (FAIN): NU90TU000029
- D. Federal Award Date (when Federal award was signed by authorized official of the Federal awarding agency): 9/15/2025
- E. Subaward Period of Performance Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
- F. Subaward Budget Period Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
- G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: Shown on Budget Exhibit in column matching this contract modification.
- H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: Shown on cover page of this contract modification and on Budget Exhibit.
- I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: Shown on cover page of this contract modification and on Budget Exhibit.
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This funding program aims to strengthen the capacity and capability of state, tribal, local, and territorial (STLT) public health systems to prepare for, respond to, and recover from public health threats and emergencies.
- K. Name of Federal awarding agency, pass-through entity, and contact information for the awarding official of the Pass-through entity: Colorado Department of Public Health and Environment, Kurt Williams, kurt.williams@state.co.us 303-810-4679.TBD
- L. Assistance Listing number and Title; 93.069 Public Health Emergency Preparedness total Award to CDPHE including Match: \$22,534,620.00
- M. Identification of whether the award is R&D: No
- N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: Shown on Budget Exhibit as indicated by indirect rate and amount.

State of Colorado Grant Agreement Modification

Grant Agreement Amendment #3

State Agency	Current Agreement Expiration Date
Colorado Department of Public Health and Environment	June 30, 2026
Grantee	Fund Expenditure End Date
Board of County Commissioners of Prowers County	June 30, 2026
(a political subdivision of the state of Colorado)	Current Agreement Maximum Amount
for the use and benefit of the Prowers County Public Health	Initial Term
Grantee UEI	State Fiscal Year 2025 \$43,409.00
Y8C4HSXY95M6	Extension Terms
Original Agreement Number	State Fiscal Year 2026 \$43,245.00
2025*0139	Total for all State Fiscal Years \$86,654.00
Amendment Agreement Number	
2026*0047 Amendment #3	
Agreement Performance Beginning Date	
July 01, 2024	

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- 1. Exhibit B, Statement of Work.
- 2. Exhibit C, Budget.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- 1. Exhibit D, Federal Provisions.
- 2. Colorado Special Provisions in §19 of the Master Task Order Agreement.
- 3. The provisions of the other sections of the main body of this Agreement.
- 4. Exhibit B, Statement of Work.
- 5. Exhibit C, Budget.
- 6. Exhibit A, Additional Provisions

The Parties hereto have executed this agreement

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

Grantee

Board of County Commissioners of Prowers

County

(a political subdivision of the state of

Colorado)

for the use and benefit of the

Prowers County Public Health

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of Public Health and
Jill Hunsaker Ryan, MPH, Executive Director

By: Chelsea Gilbertson, Procurement &
Contracts Section Director

By: Meagan Hillman, Director

Date: _____

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Kurt Williams, Controller Delegate.

Amendment Effective Date: _____

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

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or December 15, 2025, whichever is later and shall terminate on the termination of the Agreement or June 30, 2026, whichever is earlier.

4. Purpose

The Parties entered into the agreement to support public health department’s ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to update the Statement of Work - Work Plan activities, Standards and Requirements, and add Deliverables. This amendment increases the contract budget and increases the current contract maximum.

.

5. Modification

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

- A. The Agreement 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. The Agreement Maximum Amount field on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B-Statement of Work of the agreement. Exhibit B-Statement of Work is deleted and replaced in its entirety with Exhibit B-Statement of Work attached to this amendment.
- D. The Parties now agree to modify Exhibit C-Budget of the agreement. Exhibit C-Budget is deleted and replaced in its entirety with Exhibit C-Budget attached to this Amendment.

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

To Original Contract Number 2025-0139

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description

This project serves to improve medical and public health preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions

1. AAR/IP - After Action Report/Improvement Plan
2. CDB - Communicable Disease Branch
3. CDEU - Communicable Disease Epidemiology Update Calls, facilitated by CDPHE which occur bi-monthly
4. CDPHE - Colorado Department of Public Health and Environment
5. CO-SHARE - Colorado State Health and Readiness Exchange
6. EpiTrax - Colorado's disease reporting and surveillance system
7. Epi - Epidemiology
8. ESF#8 - Emergency Support Function 8, Public Health & Medical
9. FoodNet - A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
10. HAN - Health Alert Network
11. High-Risk Disease Situation- A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
12. LPHA - Local Public Health Agency
13. MCM - Medical Countermeasures
14. MYIPP - Multi Year Integrated Preparedness Plan
15. NORS - National Outbreak Reporting System
16. OEPR - Office of Emergency Preparedness and Response
17. Priority Jurisdictional Risk - Risk identified as a priority area of concern by the jurisdiction
18. RRC - Readiness & Response Coordinator

19. SOW - Statement of Work
20. State Capstone Tabletop Exercise - Component of PHEP exercise series

III. Work Plan

Goal #1: Local Public Health Agencies will effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.

Objective #1: No later than the expiration date of the Contract, maintain public health surveillance and epidemiological response capacity within the Jurisdiction through planning, training activities, exercises and response to real events.

Primary Activity #1 The Contractor shall update a local public health response plan.

Primary Activity #2 The Contractor shall conduct timely, complete disease investigations within their jurisdiction in order to implement appropriate disease control mitigation activities.

Sub Activity #2

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.

Primary Activity #3 The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control mitigation activities including immediate responses to High-Risk Disease Situations outside of normal business hours.

Primary Activity #4 The Contractor shall evaluate disease investigation metrics reports provided to them by the Communicable Disease Branch (CDB) at the Colorado Department of Public Health and Environment (CDPHE).

Primary Activity #5 The Contractor shall attend statewide Communicable Disease Epidemiology (Epi) Update calls.

Primary Activity #6 The Contractor shall attend Statewide Epi Response Coordination calls during statewide response to communicable disease events.

Primary Activity #7 The Contractor shall meet quarterly with the state Field Epidemiologist assigned to their jurisdiction to provide agency epidemiology updates.

Primary Activity #8 The Contractor shall evaluate public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable information sharing for rapid response decision making.

Sub- Activity #8

1. The Contractor shall present public health data concepts with invested community organizations, a minimum of once during the term of the Contract.
-

Primary Activity #9: The Contractor shall conduct disease control prevention activities among people at higher risk of communicable disease infections through collaboration with other invested organizations and individuals.

Primary Activity #10 The Contractor shall respond to bi-annual communicable disease after-hour drills conducted by the CDB by one of the CDB approved methods.

Objective #2 No later than the expiration date of the Contract, improve public health emergency preparedness, response, and recovery activities within the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1 The Contractor shall update the Emergency Preparedness & Response (EPR) Partners Contact Spreadsheet Local Public Health Agency (LPHA) Contact List in CO-SHARE.

Primary Activity #2

The Contractor shall provide one of the following:

- a. The development of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
 - b. An updated All-Hazards MYIPP.
 - c. Participation in the jurisdictional All-Hazards MYIPP.
-

Primary Activity #3 The Contractor shall participate in Workforce Development Training.

Primary Activity #4 The Contractor shall complete an exercise that addresses a Priority Jurisdictional Risk with public health impacts.

Primary Activity #5 The Contractor shall participate in the State Capstone Tabletop Exercise led by CDPHE, Office of Emergency Preparedness and Response (OEPR).

Primary Activity #6 The Contractor shall complete an After-Action Report/Improvement Plan (AAR/IP) Data Elements Document within 90 days from any event, exercise or real world, in CO-SHARE.

Primary Activity #7 The Contractor shall complete one of the following:

- a. a new agency recovery plan
- b. update an existing agency recovery plan

EXHIBIT B

Primary Activity #8 The Contractor shall maintain an updated Notification list for use in epidemic emergencies.

Primary Activity #9 The Contractor shall document their Volunteer Management strategy.

Primary Activity #10 The Contractor shall respond to quarterly redundant communication drills which includes quarterly redundant 800 MHz radio communication drills conducted by CDPHE by an OEPR approved method(s).

Primary Activity #11 The Contractor shall conduct semi-annual drills to test redundant forms of communication among its response partners.

Primary Activity #12 The Contractor shall update jurisdictional Health Alert Network (HAN) policies and procedures.

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 include in the updated local public health response plans the following required components:
 - a. The identification of staff who monitor routine jurisdictional public health surveillance systems that may include
 - i. EpiTrax
 - ii. Ad-hoc response systems.
 - b. The identification of staff who are trained to conduct timely disease investigations of
 - i. Disease cases
 - ii. Disease outbreaks.
 - c. The identification of staff who can support surge activities in response to disease related events.
 - d. The identification of staff who can respond 24/7 to emergencies that threaten public health including immediate after-hours response to High-Risk Disease Situations.
 - i. Examples of High-Risk Disease Situations include but are not limited to:
 1. Performing case investigations for an immediately reportable disease/condition to offer post-exposure prophylaxis to contacts.
 2. Investigating a potential bioterrorism agent.
 3. Implementing immediate disease control measures for an outbreak.
 - e. Processes to request additional assistance during a public health disease response.
 - f. Communications procedures for notifying local partners in the event of a High-Risk Disease Situation response.
3. The Contractor shall utilize the staff identified in their response plan.

EXHIBIT B

4. The Contractor shall follow the processes identified in their response plan.
5. CDPHE will provide access to EpiTrax as well as other ad-hoc response systems for the contractor's disease investigation staff.
6. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including
 - a. Timely data entry
 - b. Complete data entry for required fields.
7. The Contractor shall comply with primary disease case investigation responsibilities outlined in the [CDPHE Communicable Disease Manual](#) in the [Public Health Reportable Condition Investigation Guidance](#). This document and website are incorporated and made part of the contract by reference and are available on the following website: [CDPHE.Colorado.Gov](#)
8. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual [CDPHE Communicable Disease Manual](#) in the "[Public Health Reportable Condition Investigation Guidance](#)". This document and website are incorporated and made part of the contract by reference and are available on the following website: [CDPHE.Colorado.Gov](#)
9. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance can be found in the [CDPHE Communicable Disease Manual](#). Outbreak guidance can be found in the [Outbreak Investigation Guidance Document](#). Guidance may evolve and be adapted for changing responses or new pathogens.
 - a. The CDPHE CDB will provide the most up to date guidance documentation as needed.
10. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the Contractor's jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high-risk conditions.
11. The Contractor shall complete disease investigation interviews of cases when, during the course of the interview, the Contractor learns that a case resides in a different jurisdiction. EpiTrax re-routing of the case to the proper jurisdiction is required:
 - a. within 1 working day or
 - b. immediately by phone if an outbreak or other High-Risk Disease Situation is identified.
12. The Contractor shall comply with standard reporting requirements when completing outbreak report forms, including the CDC National Outbreak Reporting System (NORS) forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website [CDPHE.Colorado.Gov](#)
13. The Contractor shall comply with CDPHE requirements for outbreak reporting. Outbreak reporting requirements can be found in the Outbreak Investigation Guidance Document, the Communicable Disease Manual, and on the CDPHE website.
14. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan ([FoodNet Expansion Plan](#)) by achieving the expectations described for LPHA to have CDPHE conduct FoodNet interviews.
15. The Contractor shall complete disease case interview data entry in EpiTrax within three (3) business days. During urgent response, more timely data submission may be required.
16. The Contractor shall complete outbreak investigation data entry in EpiTrax within three (3) business days. During urgent response, a more timely data submission may be required.
17. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is unable to meet the target for completing timely investigations for conditions with

EXHIBIT B

primary LPHA investigation responsibility within the timeframe described in Public Health Reportable Condition Investigation Guidance or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.

18. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in EpiTrax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
 - a. The Contractor shall meet with CDPHE CDB if there are challenges resolving missing data issues.
19. The Contractor shall utilize staff that can be reached 24/7 to respond to a High-Risk Disease Situation as well as after-hours drills.
20. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the contractor twice annually in October 2025, as well as February 2026.
21. The Contractor shall record disease investigation metrics reports issue resolutions in the Grant Reporting Spreadsheet.
22. The Contractor shall attend a minimum of 80% of the statewide Communicable Disease Epi Update calls (CDEU) as well as Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.
23. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.
24. The Contractor shall document the date in which meetings with the state Field Epidemiologist took place in the [Grant Progress Reporting Spreadsheet](#)
25. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the contractor quarterly for the duration of the contract.
26. The Contractor shall present public health data concepts to community organizations at the discretion of the Contractor once during the term of the contract. Presentation recommendations will be provided to the contractor by CDPHE in the SOW guidance document.
27. The Contractor shall provide a summary of their community presentations in the Grant Reporting Spreadsheet to include:
 - a. Topics covered in the presentation
 - b. The date of the presentation
 - c. The name of the community organization that the presentation was given to
28. The Contractor shall identify high-risk populations within their jurisdiction. Examples of high-risk populations will be provided by CDB to the Contractor in the SOW guidance document.
29. CDPHE-CDB will provide the contractor with a Statement of Work (SOW) guidance document by August 1, 2025, via email.
30. The Contractor shall fill in all fields within the LPHA & Tribal Contact List in CO-SHARE, the Colorado State Health Readiness Exchange a minimum of two (2) times per year or when:
 - a. Contact information changes,
 - b. Operating hours change,
 - c. EPR staff change,
 - d. Primary Communicable Disease staff change,
 - e. HAN Coordinator staff change.
 - f. PIO staff change
 - g. Fiscal staff change
31. The Contractor shall complete one of the following:

EXHIBIT B

- a. The Contractor shall update their existing MYIPP
 - b. The Contractor shall develop a new MYIPP
32. The Contractor shall demonstrate participation in the All-Hazards MYIPP by preparing a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.
33. The Contractor shall select a Workforce Development Training from the list provided by CDPHE-OEPR in COSHARE by August 1, 2025.
34. Jurisdictional Risk/Public Health Impact exercises shall be selected from one of the following options that best meets their jurisdictional needs:
 - a. Seminar
 - b. Workshop
 - c. Tabletop Exercise
 - d. Game
 - e. Functional Exercise
 - f. Full Scale Exercise
35. The Contractor shall complete one of the following exercises:
 - a. The Contractor shall conduct a Public Health exercise
 - b. The Contractor shall participate in a jurisdictionally led Public Health exercise
36. CDPHE-OEPR will provide an After-Action Report/Improvement Plan Data Elements document in COSHARE by August 1, 2025.
37. CDPHE-OEPR will provide the Capstone Exercise Data Elements requirements via COSHARE by August 1, 2025.
38. CDPHE-OEPR will provide a recovery plan template via COSHARE by November 15, 2025.
39. The notification list for an emergency epidemic shall include at a minimum the following organizations:
 - a. General access hospitals,
 - b. Critical access hospitals,
 - c. Regional emergency medical and trauma advisory councils,
 - d. Rural health clinics,
 - e. Federally qualified health centers,
 - f. Local emergency management agencies within the jurisdiction of the local public health agency.
 - g. Healthcare Coalitions
40. CDPHE-OEPR will provide a volunteer management strategy template via COSHARE by August 1, 2025.
41. Public Health & Medical (ESF#8) considerations can include however are not limited to the 15 PHEP Capabilities.
42. The Contractor shall include ESF#8 collaborators, including the roles and responsibilities of the HCC RRC in any medical system response in any updates to the following:
 - a. Plans,
 - b. Strategies,
 - c. Medical Countermeasures (MCM).

**Expected Results
of Activity(s)**

1. Colorado public health agencies surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated will be maintained.

EXHIBIT B

2. Colorado public health agency's ability to respond to public health emergencies and related events to which a public health response is necessitated will be maintained.

**Measurement of
Expected Results**

1. Required Outbreak Documentation is complete.
 2. Disease investigations conducted by the Contractor are timely and complete.
 3. The Grant Reporting spreadsheet is complete for all deliverables.
-

Deliverables

Description	Completion Date
1. The Contractor shall submit their local Public Health Response plan to the contract monitor via CO-SHARE.	No later than September 30, 2025
2. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the contract monitor via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
3. The Contractor shall submit requested presentation information on the public health community organization disease topic to the contract monitor in the Grant Reporting Spreadsheet.	No later than June 15, 2026
4. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection to the contract monitor via the Grant Reporting Spreadsheet.	No later than June 15, 2026
5. Contractor shall submit an All-Hazards MYIPP to the contract monitor in CO-SHARE	No later than June 15, 2026
6. The Contractor shall submit proof of participation in Workforce Development Training to the contract monitor in COSHARE.	No later than June 15, 2026
7. The Contractor shall submit the AAR/IP Data Elements to the contract monitor in CO-SHARE.	No later than 90 days from any event, exercise or real world, but no later than June 15, 2026
8. The Contractor shall submit the Recovery Plan to the contract monitor in COSHARE.	No later than June 15, 2026

EXHIBIT B

Description	Completion Date
9. The Contractor shall submit Capstone Exercise Participation Data Elements to the Contract Monitor via CO-SHARE.	No later than June 15, 2026
10. The Contractor shall submit After Action Report/Improvement Plans to the Contract Monitor in COSHARE.	No later than 90 days after completing exercise or real-world incident
11. The Contractor shall submit their notification list to the contract monitor via COSHARE.	No later than June 15, 2026
12. The Contractor shall submit their volunteer management strategy to the contract monitor via COSHARE.	No later than June 15, 2026
13. The Contractor shall complete the Redundant Communication Google Form for the contract monitor via COSHARE.	No later than June 15, 2026
14. The Contractor shall submit their agency HAN policies & procedures to the contract monitor via COSHARE.	No later than June 15, 2026

IV. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Public Health and Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



DCPHR MODIFICATION BUDGET
To Original Contract Routing #: 2025-0139
Budget Modification Routing #: 2026-0047 AMD #3

Agency Name	Prowers County Public Health		Program Contact Name, Title Phone Email		Meagan Hillman, Director		
			(719) 336-8721 ext 212				
			mhillman@prowerscounty.net				
Budget Period	7/1/2025-6/30/2026		Fiscal Contract Name, Title Phone Email		Jo Lynn Idler, EPR Coordinator		
			(719) 336-8721 ext 211				
			jidler@prowerscounty.net				
Project Name	OEPR-PHEP		Date Completed		11.5.2025		
Expenditure Categories							
Personnel Services / Salaried Employees					Previous Contract Total	New Contract	
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	OC 2025*0139 - 2026*0047 Amd #2	2026*0047 Amd. #3	Contract Grand Totals
Public Health Director	Oversees all Public Health Functions	\$ 114,649.56	\$ 24,941.04	1.2249390%	\$9,713.62	\$1,709.90	\$11,423.52
EPR Coordinator	Coordination of Emergency Preparedness Response Activities and oversees all Emergency Preparedness Response deliverables as outlined in SOW	\$ 57,927.36	\$ 17,685.48	5.2500080%	\$25,406.90	\$3,969.68	\$29,376.58
Public Health Nurse, BSN	Responsible for Epidemiology deliverables as outlined in SOW	\$ 71,718.36	\$ 91,583.88	1.817072%	\$24,133.79	\$2,967.32	\$27,101.11
Personnel Services / Hourly Employees							
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project			
Total Personnel Services (including fringe benefits)					\$59,254.31	\$8,646.90	\$67,901.21
Supplies & Operating Expenses							
Item	Description of Item	Rate	Quantity				
Conference Registration	Registration for Public Health Director to NACCHO Preparedness Summit in San Antonio, TX Award brought to level funding - add 25% to line	\$ 200.00	1		\$1,350.00	\$200.00	\$1,550.00
Volunteer Insurance	Colorado Technical Services Inc. (CTS) Volunteer Insurance Award brought to level funding - add 25% to line	\$ 3.60	4		\$94.50	\$13.50	\$108.00
General Office Supplies	Copies, ID badges and general office supplies Award brought to level funding - add 25% to line	\$ 25.00	5		\$906.36	\$123.25	\$1,029.61
Food/Snacks	Light meals/snacks provided for attendees of meetings & exercises Award brought to level funding - add 25% to line	\$ 0.00	0		\$59.47	\$0.00	\$59.47
Total Supplies & Operating Expenses					\$2,410.33	\$336.75	\$2,747.08
Travel							
Item	Description of Item	Rate	Quantity				
Mileage	In state mileage to attend local/regional/state meetings and trainings Award brought to level funding - add 25% to line	\$ 0.70	117		\$608.17	\$81.90	\$690.07
Out of State:						\$0.00	\$0.00

Lodging	Out of State Lodging -Public Health Director to attended NACCHO Preparedness Summit in San Antonio, TX <i>Award brought to level funding - add 25% to line</i>	\$ 187.50	1.66666	\$1,585.26	\$312.50	\$1,897.76
Flight	Out of State Travel-Public Health Director to attended NACCHO Preparedness Summit in San Antonio, TX <i>Award brought to level funding - add 25% to line</i>	\$ 450.00	0.33333	\$1,124.96	\$150.00	\$1,274.96
Meals	Public Health Director to attend NACCHO Preparedness Summit (Split w/Kiowa) <i>Award brought to level funding - add 25% to line</i>	\$ 52.50	1.666666	\$491.15	\$87.50	\$578.65
Car Rental	Public Health Director to attend NACCHO Preparedness Summit (Split w/Kiowa) <i>Award brought to level funding - add 25% to line</i>	\$ 112.50	0.33333	\$191.09	\$37.50	\$228.59
Airport Parking	Public Health Director - NACCHO Preparedness Summit <i>Award brought to level funding - add 25% to line</i>	\$ 12.75	1.666666	\$63.75	\$21.25	\$85.00
Total Travel				\$4,064.38	\$690.65	\$4,755.03
Contractual (payments to third parties or entities)						
Contractor Name	Description of Work	Rate	Quantity			
MEP Trained Individual	An individual from the Southeast Region may be hired to plan, develop, implement and document any exercises needed as outlined in SOW <i>Award brought to level funding - add 25% to line</i>	\$0.00	0	\$1,500.00	\$0.00	\$1,500.00
Total Contractors/Consultants				\$0.00	\$0.00	\$1,500.00
TOTAL DIRECT COSTS (TDC)				\$65,729.02	\$9,674.30	\$75,403.32
Less: Expenses per OMB 2CFR § 200						
Contractor in excess of \$50,000				\$0.00	\$0.00	\$0.00
SubAward in excess of \$50,000				\$0.00	\$0.00	\$0.00
Rent				\$0.00	\$0.00	\$0.00
Equipment				\$0.00	\$0.00	\$0.00
Other Unallowable Expenses				\$0.00	\$0.00	\$0.00
Total Indirect Reduction				\$0.00	\$0.00	\$0.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$65,729.02	\$9,674.30	\$75,403.32
Indirect Costs						
Indirect Cost	Description of Item	Percentage				Total Indirect
Indirect Approved Rate (MTDC)	MTDC EPR Planner, MCM planning <i>Award brought to level funding - add 25% to line minus \$353.38 for July 2025</i>	15.40%		\$10,113.81	\$1,136.46	\$11,250.27
Total Indirect				\$10,113.81	\$1,136.46	\$11,250.27
				OC 2025*0139 - 2026*0047 Amd #2	2026*0047 Amd. #3	OC-to-Date Contract Total
TOTAL				\$75,843.00	\$10,811.00	\$86,654.00



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/25/25

Submitter: Don Wilson

Submitted to the County Administration Office on: 11/19/25

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date: 12/1/25

Item Title/Recommended Board Action:

Consider approval of a Contract Agreement between Prowers County and Quality Environmental Control Specialist for asbestos abatement at 207 E. Elm St. / 210 S. 3rd St., Lamar, CO. 81052 in the amount of \$4,251.00 and authorizing County Administrator, Don Wilson to execute the Contract Agreement.

Justification or Background:

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

County: \$ 4,251.00 Federal: \$ State: \$ Other: \$

Admin Office Internal Use

County Approvals (as needed):

Attorney 11-19-2025 _____
Finance _____
Clerk _____
HR _____



CONTRACT AGREEMENT

THIS AGREEMENT made on the 17th day of November 2025.

BY AND BETWEEN

Prowers County

Project Address: 207 E. Elm Street/210 S. 3rd Street, Lamar, CO 81052
hereinafter called the "Owner"

AND

Quality Environmental Control Specialist, Inc.

2301 Lake Ave, Pueblo, CO 81004

hereinafter called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

PERIOD OF PERFORMANCE

The services shall begin on 11-17-2025 and shall continue through TBD
TBD (To be determined)

PAYMENT

The owner Prowers County shall pay the Contractor
Quality Environmental Control Specialist the Contract Sum in current funds for the Contractor's performance of the Contract.

Pricing as follows:

Contract Total Sum: \$4,251.00 **(Four Thousand Two Hundred Fifty One Dollars & Zero Cents)**

A Total of \$4,251.00 upon completion of the work to be performed. All invoices are due at the time of job completion. If any invoice is not paid when due, interest will be added to and payable on all overdue 30-day amounts at maximum percentage allowed under applicable laws, the Client/Owner shall pay all cost of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if the Client/Owner fails to pay for the Services when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and or seek legal remedies.

SCOPE OF WORK

The Contractor agrees to perform the following services:

The scope of work will be the spill cleanup in Basement lounge Area, and miscellaneous clean up and wet wiping of basement substrates, which the left behind debris have been identified as Asbestos-Containing Material (ACM). This is a regulated project; and we will be using regulation #8 spill cleanup procedures for the removal of left over debris. The containment will be constructed of 6 mil polyethylene plastic on all main criticals, and area will put under negative pressure. We will have an attached three stage decontamination setup, and two stage load out. We will maintain a neg pressure throughout the duration of the project until final clearances have been met by a Certified Air Monitoring Specialist. This entire abatement process will be done with the proper procedures of OSHA regulations 29 CFR 1926.1101 (g). The engineering controls and work practices that will be used consist of proper PPE and, wet methods and proper usage of hand methods. We will be using Airless sprayers with amended water at all times throughout the removal of ACM. Contractor will remove and properly dispose of hazardous waste accumulated on job site. All workers will carry themselves as professionals and follow all rules of conduct.

No Included

Contractor will not be responsible for anything that is not specified in this scope of work, if flooring is being done, this includes any damage to the subflooring or the replacement of the floor. Contractor also will not be responsible for any wall paint that may be removed off surfaces from the adhesive material on the tape used during the preparation and/or during the tear down of containments.

Tools and Instruments

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Insurance

Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000.00 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Client/Owner free and harmless from any and all claims arising from any such negligent act or omission.

Bonding

In the event that the compensation to be paid to Contractor, as set forth in the second paragraph of the Payment section hereof, exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 and C.R.S. § 38-26-106 in the penal sum equaling the full amount of the compensation to be paid pursuant to the Payment section.

State and Federal Taxes

Client/Owner will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf.
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client/Owner with proof that such payments have been made.

Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client/Owner agrees, as follows:

[Check all that apply]

- ☒ Contractor has the right to perform services for others during the term of this Agreement.
- ☒ Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- ☒ Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- ☒ The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client/Owner shall not hire, supervise, or pay any assistants to help Contractor.

Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees, and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Unforeseeable Circumstances

Neither Owner nor Contractor (individually "Party" and collectively "Parties") shall be liable for any failure to perform its obligations under this Contract where such failure is as a result of acts of nature (including changes in structure, fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, foreign hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction or decree, blockage, embargo, interruption or prolonged failure of electricity or other services vital to completion of the Work (collectively "Force Majeure"). Any Party Asserting Force Majeure as an excuse shall have the burden of proving that the force majeure event prevented performance, that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be considered.

Information Confidential

All information, whether printed, written, or oral, furnished by either Party to the other, shall be held in confidence by the recipient and used for business and project purposes only, with the exception of information that may be considered open records under the Colorado Open Records Act.

Change Orders, Additions and Deductions

The Contractor shall not make any changes in, additions to, and/or omissions from the Work except with the written consent of Client/Owner.

CLIENT/OWNER RESPONSIBILITIES

Under these terms and conditions **Client/Owner will provide Water and Electricity for the Contractor while performing services** under this Agreement and Contractor shall not be responsible for any expenses incurred while performing services under this Agreement. If Water and Electric is not provided, QECS will not be able to begin work, and the client will be invoiced for the mobilization cost.

CONTRACTOR RESPONSIBILITIES

- (a) Contractor shall use its best efforts to ensure that, while they are at the Job Site, its employees and agents conduct themselves in a professional manner and treat others with respect, fairness, and dignity.
- (b) Contractor shall be solely responsible for the control, supervision, health, and safety of its employees in connection with the Work performed under the Contract and shall make arrangements and take ultimate responsibility to ensure the health and safety of all subcontractors and other persons who may perform Work in connection with the Contract. This includes but is not limited to adhering to and enforcing all federal, state and local standards for safe work. Contractor and all subcontractors must provide all of their own equipment unless otherwise agreed in writing.
- (c) Contractor is responsible to provide and ensure that workers properly utilize all necessary and appropriate Personal Protective Equipment (PPE), including but not limited to hard hats, safety glasses, and hearing, hand, and fall protection. Work shoes or boots and long pants are required at all times on the Site. Tennis or other similar shoes are not allowed on the Site.
- (d) No illegal drugs, alcohol, firearms, weapons, or obscenity are permitted on the Site. Horseplay and other unsafe conduct will not be tolerated. The Contractor shall ensure that its agents and employees adhere to a drug-free workplace policy as a mandatory condition of employment or maintaining employment.

Terminating the Agreement

With reasonable cause, either party may terminate this Agreement, effective immediately upon giving written notice prior to mobilization. If intent to terminate this Agreement is made by Client/Owner, the Client/Owner will be responsible for the cost of the permit and all other miscellaneous cost due to preparation to start.

Entire Agreement

This entire Agreement between Contractor and Client/Owner contains the agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Modifying the Agreement

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

This agreement entered into as of the day and year entered above.

Client/Owner: Prowers County

Don Wilson

Printed Name

County Administrator

Title

Signature

Date

Contractor: Quality Environmental Control Specialist, Inc.

Morris Cunningham

Printed Name

Vice President

Title


Signature

11/17/2025

Date



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11-25-25

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: 11-20-25

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Resolution to Transfer Revenue from Sales Tax Fund to General Fund in the amount of \$1,500,000.00.

Justification or Background: Annual Event:

Fiscal Impact:

This item is budgeted in the following account code:

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

Approved by the County Attorney on:

Additional Approvals (if required):

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2025-_____

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2025 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 13, 2024, and;

WHEREAS, the Board of County Commissioners has made provision for revenues in the various funds, and;

WHEREAS, it is sometimes necessary to transfer revenues from one fund to another, and;

NOW, THEREFORE, LET IT BE RESOLVED by the Board of County Commissioners of Prowers County, Colorado:

That the following sums are hereby transferred from the revenue of each fund, to each fund:

	<u>Debit</u>	<u>Credit</u>
Sales Tax Fund ACCT #0900	\$1,500,000	
General Fund ACCT #0010		\$1,500,000

ADOPTED this 6th day of February 2025

Ron Cook, Chairman

ATTEST:

Roger Stagner, Vice-Chairman

County Clerk

Ty Harmon, Commissioner