PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, JULY 28, 2026

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

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

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

WORK SESSION

9:00 a.m. Jana Coen, Prowers County Clerk and Recorder
- Updates

9:15 a.m. Abbie Campbell, Prowers County Treasurer
- Treasurer's Report

9:30 a.m. LAWMA / Balcomb Green
- Sara Dunn

10:00 a.m. Employee Handbook
- Jaelin / Don

10:30 a.m. Andy Wyatt, County Assessor
- Assessor's Report

10:45 a.m. BOCC
- Updates

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

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider approval of July 14, 2026 Meeting Minutes
4. Consider approval of July 15, 2026 Permit Authority Board Special Meeting Minutes
5. Consider approval of July 16, 2026 Permit Authority Board 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

Boards and Committees
Commissioner's updates

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

ACTION ITEMS:

1. Consider approval of the Prowers County Collaborative Agreement between Prowers County Department of Human Services and Prowers Medical Center and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the document.

2. Consider approval of Public Health Director Meagan Hillman to release Quarter 1 funds for Child Fatality Prevention System (CFPS) work and no changes to SOW, authorizing Public Health Director Meagan Hillman to execute the SOW.

3. Consider ratifying 7/14/2026 verbal poll approval of credit card authorization for Stacy Kincaid with a credit limit of $3,000.00.

4. Consider approval of Tax Abatement Report for Year 2026.

5. Consider approval of The Prowers Journal as the Newspaper in which the Treasurer shall Publish the Delinquent Tax List of Prowers County.

6. Consider approval of the updated Employee Handbook now known as the Combined Staff Guide.

7. Consider ratifying 7/16/26 verbal poll approval of a letter of support for grant funding of the Southeast Regional Emergency Medical and Trauma Service Advisory Councils (RETAC).

8. Consider ratifying 7/16/26 email poll approval of a letter of support for grant funding of the San Luis Valley Regional Emergency Medical and Trauma Service Advisory Councils (RETAC) AED Program.

9. Consider approval of the Contract Amendment to the Original Independent Contractor Agreement between Prowers County Department of Human Services and Lisa Neuhold-Farmer dated January 1, 2026 for CFO Services.

10. Consider approval of El Pomar Foundation General Grant Terms and Conditions for the purposes of receipt of $10,000 to support the Fatherhood Program and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Terms and Conditions.

11. Consider approval of the FTA Drug and Alcohol Compliance and Audit findings, and authorizing staff to complete any required corrective actions, policy updates, training, or documentation needed to maintain compliance.

12. Consider approval of a Report of Change Liquor Application for TERRY'S GOLF making a change to the current manager Terry Turner to Draven Adame. Ownership of the Liquor License will remain the same.

13. Consider ratifying 7/20/2026 approval of payment of bills presented for County General Fund in the amount of $219,023.29 with a certification date of 7/21/2026.

14. Consider approval of the Prowers County Collaborative Agreement between Prowers County Department of Human Services and Prowers County Public Health & Environment Southeast Colorado Case Management Agency and authorizing Department of Human Services Director, Lanie Meyers-Mireles, and Prowers County Public Health & Environment Director, Meagan Hillman, to execute the document.

15. Consider approval of Contract Amendment #4, 2027*0166 AMD #4 to original Contract # 2025*0139 between Colorado Department Public Health & Environment and Prowers County Public Health & Environment in the amount of $43,598.00 and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

16. Consider ratifying 7/16/26 email poll approval of Membership and Funding Letter for Regional SECRETAC.

17. Consider approval of road use MOU with Vulcan Construction Materials for maintenance of County roads, specifically HH.5.

18. Consider approval of the Purchase of Service Contract with Gerardo Soto for Department of Human Services process services effective July 9, 2026.

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.

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: July 28, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: July 9, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of the Prowers County Collaborative Agreement between Prowers County Department of Human Services and Prowers Medical Center and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the document.

Justification or Background: HCPF is requiring this per HCPF OM 26-041

Fiscal Impact: This item is budgeted in the following account code: None.

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

Approved by the County Attorney on: July 10, 2026

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY COLLABORATION AGREEMENT

This Collaboration Agreement (the "Agreement") is entered into by and between the Prowers County Department of Human Services, and the external entity(ies) listed below (the "External Entity") for the purpose of facilitating timely enrollment of Medical Assistance applicants, ensuring coordination of ongoing eligibility and case maintenance, and outlining cost-sharing mechanisms.

This Agreement shall become effective on the date signed by the final party and shall remain in effect until terminated or modified by mutual written consent of the parties involved.

1. Purpose and Scope of Collaboration

Rule section 1.020.11: County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment

The purpose of this Agreement is to:

- Ensure coordination between the County Department and external entities to support the timely enrollment of medical applicants, as well as the ongoing eligibility determination and case maintenance.[AS1]

- In particular, to ensure applicants who are hospitalized have access to timely determinations for discharge, the County Department shall enter into formal agreements with the External Entities within the county's boundaries or, if applicable, partner with neighboring counties within this agreement by January 1, 2026. This Agreement may be executed either individually between the County Department, Partner Counties, and each External Entity, or as a single agreement that includes multiple External Entities, depending on the County's organizational structure.

2. Agreement Details

a. General Points of Contact

The Agreement will specify designated points of contact for each party to effectively manage the implementation of this collaboration. These points of contact include, but are not limited to:

- County Department Representative: Belinda Hernandez
- External Entity(ies) Representative: Prowers Medical Center

b. Defined Roles and Responsibilities

County Department Responsibilities:

The County Department shall have the sole responsibility of determining eligibility for Medical Assistance programs. The Counties will provide and communicate timely, accurate

information and case specific data to external entities to support the timely processing of applications and the ongoing maintenance of cases.[AS4]

External Entities Responsibilities:
The External Entities shall collaborate with the County Department to ensure timely and accurate enrollment and eligibility decisions. To ensure timely processing, the External Entities shall implement effective systems and process workflows in coordination with the County Department.

Conflict of Interest Provisions:
The Agreement will include language ensuring that there are no conflicts of interest that would hinder access to eligibility and enrollment. Each party will be expected to act in the best interest of the Medical Assistance applicants and the public welfare.

3. External Entities Requiring Collaboration Agreements

a. Hospital System(s), Health Clinics, or Medical Facilities
The County Department shall enter into formal collaboration agreements with the Hospital System(s) or eligible health clinics or medical facilities located within the county to ensure timely and accurate eligibility determinations for Medical Assistance applicants. The Hospital System(s) shall provide necessary support to facilitate these processes, including cooperation for the timely transfer of information.

- Name: Prowers Medical Center
- Location: 401 Kendall Dr. Lamar, CO 81052
- Phone: PMC (719) 336-4343; Dennisha (719) 336-6742
- Email: dennisha.longoria@prowersmedical.com

5. Agreement Term and Termination

This Agreement shall remain in effect until amended or terminated by mutual written agreement of the parties. Any party wishing to terminate this Agreement must provide written notice to the other parties at least **60 days** in advance.

6. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of all parties involved.

7. Miscellaneous

- **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State.

- **Severability**: If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- **No Waiver**: The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Collaboration Agreement on the dates indicated below:

County Department Director, or their designated appointee:
Authorized Signatory: _____
Date: _____

Partner County Department:
Authorized Signatory: _____
Date: _____

External Entity: Prowers Medical Center
Authorized Signatory: _____
Date: 07/08/2026

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Meagan Hillman, PCPHE

Submitted to the County Administration Office on: 7/7/2026

Return Originals to:

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Public Health Director Meagan Hillman to release Quarter 1 funds for Child Fatality Prevention System (CFPS) work and no changes to SOW, authorizing Public Health Director Meagan Hillman to execute the SOW.

Justification or Background:

Request approval to sign each quarter moving forward if there is no change in SOW or award and will send each copy to Admin for awareness.

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney 7/9/2026

Finance _____

Clerk _____

HR _____

Dear LPHA partners,

As communicated previously, the Maternal Child Health (MCH) Program will distribute funds to local public health agencies via quarterly payments, as funds are received from the Maternal and Child Health Bureau. To expedite the procurement process, we are adding the MCH scope of work/budget to your existing fiscal year 2027 scope of work/budget for the Child Fatality Prevention System (CFPS).

In order to issue timely quarterly payments that include the federal MCH block grant funding, your signature is required on the updated version of the scope of work and associated budget. The budget includes funding for the first quarter (that ends 9/30/26). CDPHE will use the scope of work/budget for your agency to schedule and distribute the quarterly payment. Please know that the distribution amount is based on the current availability of federal funding, and we intend to issue additional disbursements as we receive quarterly MCH Block Grant allocations throughout the contract year.

Please return the attached scope of work by Friday, 8/20/26 or sooner, if possible. Please note that there are no changes to the CFPS portion of the scope of work, and the MCH portion of the scope of work is unchanged from prior years.

This communication is being sent to all Local Public Health Agency Directors. Please share this information and/or consult with your MCH staff as needed.

If you have any CFPS questions, please reach out to Shiv Sunger directly. If you have any MCH-related questions, please reach out to Sarah Kay Moore.

In partnership,
MCH Program

STATEMENT OF WORK

I. Entity Name: Prowers County Public Health

II. Project Description:

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

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

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

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

III. Definitions:

1. **CDPHE** – Colorado Department of Public Health and Environment
2. **CHAPS** – Colorado Health Assessment and Planning System
3. **CFPS** – Child Fatality Prevention System
4. **CRS** – Case Reporting System
5. **CYSHCN** – Children and Youth with Special Health Care Needs
6. **MOVEit**– software used for secure file transfer of death/birth certificates
7. **MCH** – Maternal and Child Health
8. **SUID** – Sudden Unexpected Infant Death

IV. Work Plan

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

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

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

Sub-Activity #1:

1. The Contractor shall access the Death Certificate via the MOVEit website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team.
2. The Contractor shall obtain case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.
3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.
5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the "List any recommendations and/or initiatives that could be implemented to prevent deaths from similar causes or circumstances in the future" section of the National Center for Fatality Review and Prevention's CRS.
6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for all sections of the National Center for Fatality Review and Prevention's CRS, including "Data entry completed for this case".

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

Sub-Activity #2:

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

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

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

Sub-Activity #3:

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

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

Sub-Activity #4:

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

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

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

Sub-Activity #5:

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

Primary Activity #6: The Contractor shall either:

a. Participate in the Mid-Year check-in call or;

b. Complete an electronic MCH Mid-Year check-in form.

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.

CFPS Program References and Standards

Legal & Review Compliance:

2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website https://drive.google.com/file/d/1LNR0Msg6-XqbqH9aUXlUddu63oBGVjwn/view?usp=sharing
3. Reviewable child fatalities include but are limited to, one or more of the following causes: child maltreatment (abuse and neglect), drowning/water related, fire, homicide, motor vehicle incidents, sudden unexpected infant death (SUID), suicide, undetermined causes, and unintentional injury.

Process Protocol Adherence (CFPS Operations Manual):

4. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) An Introduction to the System to conduct individual, case-specific review of fatality data.
5. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) An Introduction to the System to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS.
6. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) An Introduction to the System to identify equitable prevention recommendations.
7. The Colorado Child Fatality Prevention System (CFPS) An Introduction to the System is incorporated and made part of this contract by reference and is available on the following website https://drive.google.com/file/d/1Oa2gQM6YHDiHxJDo7ObsRxt5xfB0Mkz9/view?usp=sharing

Data Systems & Access:

8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at https://data.ncfrp.org/Account/Login?ReturnUrl=%2FSectionTINC%2FEdit%2F395632
9. CDPHE will provide the local team coordinator login credentials to the MOVEit website.
10. CDPHE will send death certificates to the Contractor for deaths assigned to their county that require a review. Death certificates will be deposited into the Contractor's assigned MOVEit folder on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://oitftapp01.state.co.us/
11. The Contractor is able to access analyzed and aggregated child fatality data online via the CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at https://cdphe.colorado.gov/prevention-and-wellness/maternal-and-child-health/child-fatality-prevention-system
12. The Contractor may submit individualized data requests to the CFPS State Support team. This information is incorporated and made part of this contract by reference and is accessible via the following email address cdphe_prevent_childfatality@state.co.us

Data Usage & Prevention Strategy:

13. The Contractor shall use state/local team data to guide analyzed, aggregated child fatality data to the Contractor in the following ways: Local team data reports.

14. The Contractor shall provide information on local level prevention strategies and system improvements.
15. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies via the '*Resources for LPHA Child Fatality Review Teams*' on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at https://cdphe.colorado.gov/prevention-and-wellness/maternal-and-child-health/child-fatality-prevention-system
16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/

Monitoring & Support:

17. CDPHE will conduct quality assurance checks on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor.
18. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.
19. CDPHE will provide the Contractor with training opportunities.
20. CDPHE will support Contractor state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.

MCH Program References and Standards

21. The Contractor will adhere to the MCH Guidelines for LPHA's receiving funds under $55,000, and information on the MCH website, www.mchcolorado.org, and is incorporated and made part of this contract by reference.
22. CDPHE will provide the electronic program templates for the implementation of work represented in this contract.
23. **CYSHCN Requirement:** The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.
24. The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.

Expected Results of Activity(s)

CFPS Expected Results

1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.
2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.
3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.

MCH Expected Results

4. Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction.

Measurement of Expected Results

CFPS Measurement of Expected Results

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

MCH Measurement of Expected Results

3. Completion of the electronic Mid-Year Check-in Call or Form.
4. Completion of the electronic MCH Annual Reporting Form.

Deliverables

Description	Completion Date
CFPS Deliverables	
1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 11/30, annually
2. The Contractor shall submit the CDPHE-approved annual progress report to the CFPS State Support Team at CDPHE, which is reflective of the previous contract period.	No later than 8/15, annually
3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually
MCH Deliverables	
4. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period	No later than August 15
5. The Contractor shall submit a Mid-Year check-in electronic form.	No later than June 15
6. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

V. Budget

CFPS		
Quarter	**Total Payment**	
July 1 through September 30 to be paid after September 30	$	1,125.00
October 1 through December 31 to be paid after December 31	$	1,125.00
January 1 through March 31 to be paid after March 31	$	1,125.00
April 1 through June 30 to be paid after June 30	$	1,125.00
Total	**$**	**4,500.00**

MCH		
Quarter	**Total Payment**	
July 1 through September 30 to be paid after September 30	$	4,339.25
Total	**$**	**4,339.25**

VI. Additional Provisions:

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

A. Additional Provisions – Invoicing

To receive compensation under this Contract, the Contractor shall submit an annual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

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

Entire Agreement

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

VII. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Child Fatality Prevention System State Support Team and the Maternal Child Health Contract Manager and Administrative Liaison, as is relevant. Methods used will include: review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor.

VIII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Child Fatality Prevention System Program Manager and the Maternal Child Health Contract Manager and Administrative Liaison, as is relevant, and receive approval for a new due date. The State will oversee the completion and/or implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this Purchase Order.

IX. Attestation

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

_____

Contractor Name (Print) and Title

_____

Contractor Signature

_____Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 07/16/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7/14/2026 verbal poll approval of credit card authorization for Stacy Kincaid with a credit limit of $3,000.00.

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 _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/28/2026

Submitter: Abbie Campbell

Submitted to the County Administration Office on: 07/16/2026

Return Originals to: Abbie Campbell

Number of originals to return to Submitter: 2

Contract Due Date: 7/31/2026

Item Title/Recommended Board Action: Consider Approval of Tax Abatement Report Year 2026

Justification or Background: §39-10-114 C.R.S., if taxes have been levied erroneously or illegally, whether due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation, the treasurer shall report the amount thereof to the county commissioners, which shall proceed to abate such taxes in the manner provided by law.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

TAX ABATEMENT REQUEST **Year 2025-26** 39-10-114

Date	Schedule	Name	Abatement Amount	Cancelled Taxes	Refund	Tax Year	Reason For Canceling
7/22/2025	800058881	CLAY & GAYLE TATUM	1954.84	1954.84	-	2024	Corrected Value
12/4/2025	800068183	CHRIS WEBER	706.13	706.13	-	2024	Corrected Value
12/4/2025	800068183	CHRIS WEBER	709.19	709.19	709.19	2023	Corrected Value
12/9/2025	800068184	CHRIS WEBER	732.86	732.86	-	2024	Corrected Value
12/9/2025	800068184	CHRIS WEBER	736.05	736.05	736.05	2023	Corrected Value
12/15/2025	800068175	S BAR RANCHES INC	1,256.27	1,256.27	1,256.27	2024	Corrected Value
12/15/2025	800068192	S BAR RANCHES INC	9.37	9.37	9.37	2024	Corrected Value
12/15/2025	800068193	S BAR RANCHES INC	838.48	838.48	838.48	2024	Corrected Value
12/15/2025	800068201	S BAR RANCHES INC	2,779.31	2,779.31	2,779.31	2024	Corrected Value
12/15/2025	800068203	JULIAN CERVANTES	605.75	605.75	605.75	2024	Corrected Value
12/15/2025	800069185	MITCH MAUCH	206.11	206.11	206.11	2024	Corrected Value
12/15/2025	800069185	MITCH MAUCH	207.01	207.01	207.01	2023	Corrected Value
12/15/2025	800069186	JUANITA REINHARDT	206.11	206.11	206.11	2024	Corrected Value
12/15/2025	800069186	JUANITA REINHARDT	207.01	207.01	207.01	2023	Corrected Value
12/31/2025	900020985	NORTH FORK GRAIN LLC	16,627.44	16,627.44	-	2024	Clerical Error
3/30/2026	244004130	MICHELE LOUISE AZAR	129.76	129.76	-	2025	Corrected Value
4/27/2026	961301010	DONALD FEEZOR & DEBRA DA\	117.06	117.06	-	2025	Corrected Value
		TOTAL	**28,028.75**	**28,028.75**	**7,760.66**		

The Prowers County Treasurer respectfully requests the Board of County Commissioners of Prowers County, Colorado to cancel the above-listed taxes for the reasons set forth above.

Dated: July 28, 2026

Prowers County Treasurer

Granted by the Prowers County Commissioners this 28th day of July 2026.

Attest:

Clerk to the Board

Commissioner

Commissioner

Chairman

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/2026

Submitter: Abbie Campbell

Submitted to the County Administration Office on: 7/16/2026

Return Originals to: Abbie Campbell

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of The Prowers Journal as the Newspaper in which the Treasurer shall Publish the Delinquent Tax List of Prowers County

Justification or Background: §39-11-105 It is the duty of the Board of County Commissioners of each County to select a newspaper of general circulation published or having a general circulation in said county, in which the Treasurer shall publish the delinquent tax list of his County, and for such service the board shall also allow payment not exceeding the rate as provided by law.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: HR Manager

Submitted to the County Administration Office on: 07/16/2026

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date: 7/31/26

Item Title/Recommended Board Action:

Consider approval of the updated Employee Handbook now known as the Combined Staff Guide.

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 _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 7/17/2026

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date: 7/31/26

Item Title/Recommended Board Action:

Consider ratifying 7/16/26 verbal poll approval of a letter of support for grant funding of the Southeast Regional Emergency Medical and Trauma Service Advisory Councils (RETAC).

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 _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

July 16, 2026

Colorado Department of Health Care Policy and Financing

RE: Letter of Support for Rural Health Transformation Program Application to RHTP Review Committee:

On behalf of Prowers County, I am pleased to provide this Letter of Support for the Rural Health Transformation Program (RHTP) application being submitted by San Luis Valley Regional Emergency Medical and Trauma Services Advisory Councils (RETAC).

The RHTP grant will have a significant positive impact on our communities in rural/frontier counties which are in special need of strengthening health care access, improving health outcomes, and expanding workforce capacity.

We represent a significant presence in our communities and support this RHTP grant to advance sustainable rural healthcare transformation and improve access to services for our rural county. We fully commit to working with San Luis Valley RETAC in one or more of the following ways:

- Participate in regional planning and coordination and implementation activities
- Assist with outreach, referrals, or care coordination activities
- Participate in advisory meetings or project planning
- Share data, expertise, or operational support as appropriate
- Cultivate strategic alliances and maintain an ongoing commitment to partner with and empower all RETACs.

We appreciate the opportunity to support this important initiative and look forward to continued collaboration to improve rural healthcare delivery systems throughout rural and frontier Colorado.

Sincerely,
Roger Stagner
County Commissioner

Ty Harmon
County Commissioner

Ron Cook
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 7/17/2026

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date: 7/31/26

Item Title/Recommended Board Action:

Consider ratifying 7/16/26 email poll approval of a letter of support for grant funding of the San Luis Valley Regional Emergency Medical and Trauma Service Advisory Councils (RETAC) AED Program.

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 _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

July 16, 2026

Colorado Department of Health Care Policy and Financing

Rural Health Transformation Program (RHTP)

RE: Letter of Support for Rural Health Transformation Program Application to RHTP Review Committee:

On behalf of Prowers County, I am pleased to provide this Letter of Support for the Rural Health Transformation Program (RHTP) application being submitted by Southeast Colorado Regional Emergency Medical and Trauma Services Advisory Councils (RETAC).

The RHTP grant will have a significant positive impact on our communities in rural/frontier counties which are in special need of strengthening health care access, improving health outcomes, and expanding workforce capacity, training, and retention. We represent a significant presence in our communities and support this RHTP grant to advance sustainable rural healthcare transformation and improve access to services for our rural county. We fully commit to working with Southeast Colorado RETAC in one or more of the following ways:

- Participate in regional planning and coordination and implementation activities
- Assist with outreach, referrals, or care coordination activities
- Participate in advisory meetings or project planning
- Share data, expertise, or operational support as appropriate
- Cultivate strategic alliances and maintain an ongoing commitment to partner with and empower all RETACs.

We appreciate the opportunity to support this important initiative and look forward to continued collaboration to improve rural healthcare delivery systems throughout rural and frontier Colorado.

Sincerely,

Roger Stagner
County Commissioner

Ty Harmon
County Commissioner

Ron Cook
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 28, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: July 15, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of the Contract Amendment to the Original Independent Contractor Agreement between Prowers County Department of Human Services and Lisa Neuhold-Farmer dated January 1, 2026 for CFO Services.

Justification or Background: HCPF is the contract be amended to include a definition of breach and available remedies in the event of a breach.

Fiscal Impact: This item is budgeted in the following account code: None.

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

Approved by the County Attorney on: 7-15-2026

Additional Approvals (if required):

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

THANK YOU!

Contract Amendment to Original Independent Contractor Agreement with Lisa Neuhold-Farmer dated January 1, 2026

Per the requirements outlined in 10 CCR 2505-5 1.010.16.8.g, the following amendment is agreed to by all parties.

Breach of Contract. A breach of this Agreement shall include, but is not limited to:

- Failure to perform any material obligation under the Agreement;
- Failure to comply with applicable federal, state, or local laws, regulations, or requirements;
- Submission of false, fraudulent, or materially inaccurate reports, invoices, or documentation;
- Failure to meet required performance standards or deliverables;
- Misuse of public funds or failure to maintain required records;
- Failure to cure any material default within thirty (30) days after written notice from the County, unless a shorter period is required due to health, safety, or legal concerns.

Remedies. Upon a breach, the County may, in addition to any other remedies available by law or equity:

- Require corrective action;
- Withhold payments;
- Recover overpayments or damages;
- Suspend performance;
- Terminate the Agreement for cause;
- Seek any other remedy authorized by law.

Contractor Lisa Neuhold-Farmer

Lisa Neuhold-Farmer — Signature

7/15/26 — Date

Chairman Board of County Commissioners of Prowers County

Signature

Date

Prowers County Department of Human Services

Signature

Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 28, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: July 16, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval El Pomar Foundation General Grant Terms and Conditions for the purposes of receipt of $10,000 to support the Fatherhood Program and authorize, Department of Human Services Director, Lanie Meyers-Mireles to execute the Terms and Conditions.

Justification or Background: The attached letter indicates this has been signed, however I do not recall signing. I have emailed El Pomar to check if this was possibly signed by Commissioner Stager.

Fiscal Impact: This item is budgeted in the following account code: None.

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MATTHEW J. CARPENTER
Chief Operating Officer

July 10, 2026

Lanie Meyers-Mireles
Director
Prowers County Department of Human Services
1001 S. Main Street
Lamar, CO 81052

Dear Lanie:

The Trustees of El Pomar Foundation are pleased to advise you that Prowers County Department of Human Services has been selected to receive a Regional Merit grant of $10,000 from the Southeast Regional Council for the Prowers County fatherhood program. Regional Council member Roger Stagner recommended this grant in recognition of your service to the people of Colorado.

Our check is enclosed. This grant is restricted to the purpose specified in this letter. Any portion of the grant funds that are not used must be returned to the Foundation. This grant is also contingent upon the General Grant Terms and Conditions already agreed upon online, which can be viewed and printed by visiting https://www.elpomar.org/contract. As you communicate publicly about your grant, please refer to the communications guidelines at www.elpomar.org/presskit.

El Pomar's Trustees no longer require final reports for grants less than $25,000. However, the best place for them to get information about opportunities and challenges facing nonprofit organizations and government agencies is from those entities. If you choose not to provide a final report, it will in no way affect future grant considerations. If you'd like to submit an optional final report, please contact the Grants Office at grants@elpomar.org.

We are honored to support the work of nonprofits across the state with our mission to enhance, encourage and promote the current and future well-being of the people of Colorado. The Trustees extend their best wishes for your continued success.

Sincerely,

Matthew J. Carpenter

Matthew J. Carpenter
MJC:eoc
PCDHS

enc.

EL POMAR FOUNDATION
10 Lake Circle
Colorado Springs, Colorado 80906
Tel: 719-633-7733
elpomar.org

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

This grant is contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: «Org_Legal_Name»

By: _____

Printed Name: _____

Title: _____

Date: _____
«Org_Vendor_No» / «Request_ID»

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 07/28/2026

Submitter: Anthony Letteer, Prowers Area Transit

Submitted to the County Administration Office on: 7/13/2026

Return Originals to: Anthony Letteer, PATS Operations Manager/Admin

Number of originals to return to Submitter:

Contract Due Date: 8/30/2026

Item Title/Recommended Board Action: Consider approval of the FTA Drug and Alcohol Compliance and Audit findings, and authorizing staff to complete any required corrective actions, policy updates, training, or documentation needed to maintain compliance.

Justification or Background: Prowers Area Transit recently underwent a drug and alcohol compliance audit. As a result, our policies must be updated to meet current FTA requirements. The attached forms reflect the specific changes requested by the FTA. Board approval and a signed certification are needed to confirm that the updated policies are in place, address the audit findings, and maintain Prowers Area Transit's compliance.

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

Prowers Area Transit

MASTER CERTIFICATION OF COMPLIANCE, CORRECTIVE ACTIONS, AND UNDERSTANDING OF FEDERAL DRUG AND ALCOHOL PROGRAM REQUIREMENTS

Date: _____

To Whom It May Concern:

As the Drug and Alcohol Program Manager (DAPM) for Prowers Area Transit, I hereby certify that I have reviewed, understand, and have implemented corrective actions and procedures necessary to ensure compliance with applicable Federal Transit Administration (FTA) and Department of Transportation (DOT) drug and alcohol testing regulations.

Specifically, I certify that I have read and fully understand the requirements of the following regulations and guidance:

1. 49 CFR Part 655.14(b)(2) – Reasonable Suspicion Supervisor Training

I understand that supervisors and other company officials authorized to make reasonable suspicion determinations must receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. **Prowers Area Transit has implemented procedures to ensure compliance with these training requirements and maintains documentation of completed training**.

2. 49 CFR Part 40.25(a)-(e) – Previous Employer Drug and Alcohol Records Checks

I understand that Prowers Area Transit must obtain written consent from applicants and transferees to safety-sensitive positions and conduct required drug and alcohol history checks with previous DOT-regulated employers for the preceding two years. **Procedures and forms have been implemented to ensure compliance.**

3. 49 CFR Part 40.25(j) – Pre-Employment Positive and Refusal Disclosure

I understand that Prowers Area Transit must ask all applicants and transferees to safety-sensitive positions whether they have tested positive or refused a pre-employment DOT drug or alcohol test within the previous two years. **Required forms and procedures have been implemented.**

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

4. 49 CFR Part 40.17 – Employer Responsibility for Obtaining Test Results

I understand that Prowers Area Transit is responsible for obtaining and reviewing all required drug and alcohol testing results and may not assume that delayed results indicate a negative test. **Procedures have been implemented to ensure timely receipt, review, and documentation of all test results.**

5. 49 CFR Part 655.45(g) – Random Testing Program Requirements

I understand that random drug and alcohol tests must be unannounced, unpredictable, spread reasonably throughout the calendar year, and conducted at all times when safety-sensitive functions are performed. **Prowers Area Transit has reviewed and revised its random testing procedures to ensure compliance.**

6. FTA Drug and Alcohol Program Quarterly Newsletter Guidance

I certify that I have read and reviewed the following FTA Drug and Alcohol Program Quarterly Newsletter articles:

- **"Random Testing Throughout the Year" – Issue #80;**
- **"Late Night & Off-Hours Random Testing" – Issue #68;**
- **"Roundups and Random Batch Testing" – Issue #57; and**
- **"Ensuring a Truly Random Testing Program" – Issue #47.**

7. Random Selection Procedures

Prowers Area Transit has implemented procedures to ensure that any individual responsible for receiving quarterly random testing selection lists will never receive a list containing his or her own name. **An alternate official has been designated to receive and administer random testing selections when necessary.**

8. Timely Receipt of Test Results

Prowers Area Transit has implemented written procedures, including tracking logs and follow-up protocols, to ensure that the Drug and Alcohol Program Manager receives all required drug and alcohol test results in a timely manner.

9. BAT and EBT Access Plan

Prowers Area Transit has developed and implemented a formal written plan to ensure immediate access to a USDOT-qualified Breath Alcohol Technician (BAT) and an approved Evidential Breath Testing (EBT) device, including procedures for maintaining BAT credentials and ensuring confirmation testing within required regulatory timeframes.

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

10. Policy Review and Adoption

Prowers Area Transit has reviewed and revised its Drug and Alcohol Policy to ensure compliance with applicable FTA and DOT regulations. Following final review, the revised policy will be presented to the governing authority for formal approval and adoption.

11. Corrective Action Procedures

Prowers Area Transit has implemented written policies, procedures, forms, training requirements, recordkeeping practices, and internal review processes to ensure ongoing compliance with all applicable FTA and DOT drug and alcohol testing regulations.

I certify that the information contained in this statement is true and correct to the best of my knowledge and that Prowers Area Transit is committed to maintaining a compliant drug and alcohol testing program in acCounty Policy Involvement

Prowers Area Transit operates as a department of Prowers County and, as such, is subject to applicable Prowers County personnel policies, administrative procedures, and governing authority oversight. Where applicable, Prowers Area Transit administers its Federal Transit Administration (FTA) and Department of Transportation (DOT) Drug and Alcohol Program in conjunction with Prowers County policies and procedures. In the event of a conflict between county policy and applicable federal requirements, Prowers Area Transit will comply with all applicable FTA and DOT regulations. Prowers Area Transit will continue to work collaboratively with county administration, human resources, and legal counsel to ensure ongoing compliance with all federal drug and alcohol program requirements.

cordance with all applicable federal requirements.

Sincerely,

Anthony Letteer
Drug and Alcohol Program Manager (DAPM)
Designated Employer Representative (DER)
Operations Manager
Prowers Area Transit
Phone: 719-336-8039
Email: aletteer@prowerscounty.net

Date: _____

PROWERS COUNTY

301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052-2857
(719) 336-8025 FAX: (719) 336-2255

CERTIFICATION OF GOVERNING AUTHORITY APPROVAL AND ADOPTION OF DRUG AND ALCOHOL POLICY

Date: _____

The undersigned certify that, following the final review by RLS & Associates, Inc., the revised Prowers Area Transit Drug and Alcohol Policy was presented to and formally approved and adopted by the Prowers County Board of County Commissioners on _____.

Supporting documentation, including meeting minutes and/or this signed certification, will be maintained by Prowers Area Transit and provided to RLS & Associates, Inc. as evidence of approval and adoption.

Board of County Commissioners

Commissioner
Date: _____

Commissioner
Date: _____

Commissioner
Date: _____

Certified by:

Anthony Letteer

Prowers Area Transit Drug and Alcohol Compliance Corrective Action Book

Prowers Area Transit

Drug and Alcohol Policy

Effective as of 2026

Adopted by: _____

Table of Contents

Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Prowers Area Transit's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Prowers Area Transit employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify Designated Employer Representative (DER) in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

Any employee who receives a verified positive drug test result, an alcohol test result of 0.04 or greater, or who refuses to submit to a required drug or alcohol test shall be immediately removed from safety-sensitive duties and may be subject to disciplinary action, up to and including immediate termination of employment. Employees subject to termination will be provided with information regarding available Substance Abuse Professional (SAP) services as required by applicable regulations.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 shall be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period, but not less than eight (8) hours, unless a retest indicates an alcohol concentration of less than 0.02.

Zero Tolerance

Per Prowers Area Transit policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Prowers Area Transit has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Prowers Area Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Prowers Area Transit using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator.

Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, Prowers Area Transit will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Prowers Area Transit guarantees that the split specimen test will be conducted in a timely fashion. Prowers Area Transit shall pay for all drug and alcohol tests required under Federal Transit Administration (FTA) and Department of Transportation (DOT) regulations. Employees will not be required to pay for any required drug or alcohol test as a condition of employment or continued employment.

Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Prowers Area Transit.

(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
(6) Fail or decline to take a second drug test as directed by the collector or Prowers Area Transit.
(7) Fail to undergo a medical evaluation as required by the MRO or Prowers Area Transit's Designated Employer Representative (DER).
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the DER, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to DER. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Contact Person

For questions about Prowers Area Transit's anti-drug and alcohol misuse program, contact

Anthony Letteer
Drug and Alcohol Program Manager (DAPM) / Designated Employer Representative (DER) / Operations Manager
Prowers Area Transit
Phone: 719-336-8039
Email: aletteer@prowerscounty.net

Attachment A: Covered Positions

Positions Covered by the Prowers Area Transit Drug and Alcohol Policy

The following safety-sensitive positions are covered under the Prowers Area Transit Drug and Alcohol Policy and are subject to the requirements of the Federal Transit Administration (FTA) and Department of Transportation (DOT) drug and alcohol testing regulations:

- Operations Manager (when performing or supervising safety-sensitive functions)
- Transit Drivers (Full-Time and Part-Time)
- Dispatcher(s), if performing safety-sensitive dispatching or controlling the movement of revenue service vehicles
- Relief Drivers
- Driver/Administrative Support Staff who operate revenue service vehicles
- Maintenance Personnel who inspect, repair, or maintain revenue service vehicles or equipment used in revenue service
- Any employee required to possess a Commercial Driver's License (CDL) to perform transit duties
- Any employee performing safety-sensitive functions as defined by 49 CFR Part 655

Safety-sensitive functions include operating a revenue service vehicle, dispatching or controlling vehicle movement, maintaining revenue service vehicles, carrying a firearm for security purposes while performing transit duties, and any other functions designated as safety-sensitive under Federal Transit Administration regulations.

FORMAL WRITTEN PLAN FOR IMMEDIATE ACCESS TO A USDOT-QUALIFIED BREATH ALCOHOL TECHNICIAN (BAT) AND AN APPROVED EVIDENTIAL BREATH TESTING (EBT) DEVICE

Purpose

The purpose of this plan is to ensure that Prowers Area Transit maintains immediate access to a United States Department of Transportation (USDOT)-qualified Breath Alcohol Technician (BAT) and an approved Evidential Breath Testing (EBT) device to perform confirmation alcohol testing following any alcohol screening test result of 0.02 or greater, in accordance with 49 CFR Part 40 and 49 CFR Part 655.

This plan establishes procedures to ensure that confirmation alcohol testing is conducted in a timely manner, that qualified personnel and approved equipment are available, and that employees are safely transported and monitored throughout the testing process.

Designated Testing Providers

Prowers Area Transit shall maintain current agreements and contact information for qualified BAT providers capable of conducting confirmation alcohol testing using approved EBT devices.

Primary BAT/Testing Facility

- Provider Name: _____
- Facility Address: _____
- Phone Number: _____
- Hours of Operation: _____
- EBT Device Available: Yes / No

Alternate BAT/Testing Facility

- Provider Name: _____
- Facility Address: _____
- Phone Number: _____
- Hours of Operation: _____
- EBT Device Available: Yes / No

BAT Credentials

Prowers Area Transit shall maintain current documentation verifying that all Breath Alcohol Technicians (BATs) utilized by the agency are qualified in accordance with the requirements of 49 CFR Part 40.

The Drug and Alcohol Program Manager (DAPM) shall maintain the following records for each BAT utilized by the agency:

- Current BAT qualification and training certificates;
- Documentation demonstrating completion of USDOT-required BAT training;
- Documentation verifying the BAT's authorization to conduct alcohol testing using approved EBT devices;
- Current contact information for the BAT and testing facility; and
- Documentation of annual review of BAT credentials.

BAT credential documentation shall be maintained in the agency's confidential Drug and Alcohol Program files and reviewed annually by the DAPM to ensure continued compliance.

Confirmation Testing Protocol

If an employee receives an alcohol screening test result of 0.02 or greater, the following procedures shall be followed immediately:

Step 1: Employee Control and Supervision

The employee shall remain under the direct supervision of the Drug and Alcohol Program Manager (DAPM), supervisor, or other authorized agency representative. The employee shall not be permitted to leave the testing location unaccompanied.

Step 2: Employee Driving Restriction

Under no circumstances shall the employee be permitted to operate a motor vehicle or transport themselves to the confirmation testing location. Prowers Area Transit shall provide transportation using one of the following methods:

- Agency vehicle operated by a supervisor or authorized employee;
- Transportation provided by law enforcement, if appropriate;
- Taxi service;
- Rideshare service; or
- Other agency-approved transportation.

Step 3: Confirmation Test Scheduling

Immediately upon receiving a screening result of 0.02 or greater, the DAPM or authorized representative shall contact the designated BAT provider and arrange for a confirmation test using an approved Evidential Breath Testing (EBT) device.

The confirmation test shall be conducted within the timeframe required by 49 CFR Part 40, specifically:

- No sooner than fifteen (15) minutes following the screening test; and
- No later than thirty (30) minutes following the screening test whenever practicable.

Step 4: Employee Waiting Period Requirements

During the mandatory waiting period before the confirmation test, the employee shall:

- Remain under observation;
- Not consume food or beverages;
- Not smoke or use tobacco products;
- Not place any object or substance in their mouth; and
- Not leave the designated waiting area without authorization.

Step 5: Confirmation Test Documentation

Following completion of the confirmation test, the DAPM shall document:

- Employee name;
- Date and time of the screening test;
- Screening test result;
- Date and time the BAT was contacted;
- Date and time of the confirmation test;
- Name of the BAT performing the confirmation test;
- Location of the confirmation test;
- Method of transportation utilized; and
- Any circumstances causing a delay in testing.

Backup Procedures

If the primary BAT provider is unavailable, the DAPM shall immediately contact the designated alternate BAT provider to ensure that confirmation testing is conducted without unnecessary delay.

If neither provider is available, the DAPM shall document all attempts to obtain a confirmation test and implement emergency procedures to locate another qualified BAT and approved EBT device.

Recordkeeping

The DAPM shall maintain the following records:

- BAT credential records;
- BAT contact information;
- Confirmation testing documentation;
- Transportation records;
- Incident reports related to alcohol testing; and
- Annual reviews of this plan.

All records shall be maintained in accordance with applicable Federal Transit Administration (FTA) and Department of Transportation (DOT) record retention requirements.

Annual Review

This plan shall be reviewed annually by the Drug and Alcohol Program Manager (DAPM) to ensure that:

- BAT credentials remain current;
- Testing facility information remains accurate;
- Transportation procedures remain effective; and
- The agency remains in compliance with all applicable FTA and DOT regulations.

Certification

Prowers Area Transit hereby adopts this Formal Written Plan for Immediate Access to a USDOT-Qualified Breath Alcohol Technician (BAT) and an Approved Evidential Breath Testing (EBT) Device and certifies that the procedures contained herein will be implemented and maintained in accordance with all applicable Federal Transit Administration and Department of Transportation requirements.

_____

Anthony Letteer
(DAPM)

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 7-17-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Report of Change Liquor Application for TERRY'S GOLF making a change to the current manager Terry Turner to Draven Adame. Ownership of the Liquor License will remain the same.

Justification or Background:

Employment date for the new manager was 7-13-2026.

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

☒ **Section A**
To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**
For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☐ **Section C**
Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

DR 8442 (05/06/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ○ Corporation ◉ Individual ○ Partnership ○ Limited Liability Company

License Number
03-22700

Name of Licensee
Terry Craig Turner

Trade Name of Establishment (DBA)
TERRY'S GOLF

Address of Premises (specify exact location of premises)
28157 US Highway 287

City	County	State	ZIP Code
Lamar	Prowers	CO	81052

Business Email Address	Business Phone Number
adame020@gmail.com	719-336-5274

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☒ Manager's Registration (Hotel & Restaurant) $30.00
- ☐ Manager's Registration (Tavern) $30.00
- ☐ Manager's Registration (Lodging Facility) $30.00
- ☐ Manager's Registration (Entertainment Facility) $30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) ..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License $50.00

Section C

- ☐ Retail Warehouse Storage Permit (each) $100.00
- ☐ Wholesale Branch House Permit (each) $100.00
- ☐ Change Corporation or Trade Name Permit (each) $50.00
- ☐ Change Location Permit (each) $150.00
- ☐ Noncontiguous or Primary Manufacturing Location Change $150.00
- ☐ Change, Alter or Modify Premises ..... $150.00 x ☐ Total Fee: ☐
- ☐ Addition of Optional Premises to Existing Hotel/Restaurant ..... $100.00 x ☐ Total Fee: ☐
- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex ..... $160.00 x ☐ Total Fee: ☐
- ☐ Campus Liquor Complex Designation ..... No Fee
- ☐ Sidewalk Service Area $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due ..... $ ☐ . 00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of Storage Premises

City	County	ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

☐ Change of Trade Name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises
(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ◯ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- ◯ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City | County | ZIP Code

Address of Location 2:

Address

City | County | ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

Terry Turner

New Manager's Name

Draven Adame

Date of Employment

7-13-2026

Has manager ever managed a liquor licensed establishment? ◯ Yes ◉ No

Does manager have a financial interest in any other liquor licensed establishment? ◯ Yes ◉ No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ..... ○ Yes ○ No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws? ..... ○ Yes ○ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... ○ Yes ○ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type	Liquor License Number

to a Campus Liquor Complex..... ○ Yes ○ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City	State	ZIP Code

Outlined diagram provided..... ○ Yes ○ No

Oath of Applicant

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

Print Name	Title
Draven Adame	Manager

Electronic signature is not accepted, physical signature is required.	Date (MM/DD/YY)
	07/15/26

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)	Date filed with Local Authority
Prowers County Board of Commissioners	7-15-26

Signature	Title	Date (MM/DD/YY)
	Chairman, BOCC	

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.	Title	Date (MM/DD/YY)

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 07/16/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 7/20/2026 approval of payment of bills presented for County General Fund in the amount of $219,023.29 with a certification date of 7/21/2026

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 _____

Finance _____

Clerk _____

HR _____

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: $219,023.29
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **July 21, 2026**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 175,818.43	-	-
ARPA FUND	$ 206.91	-	-
FSA ACCOUNT	$ 44.41	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ 19,706.05	-	-
ROAD & BRIDGE FUND	$ 11,243.95	-	-
SALES & USE TAX FUND	$ -	-	-
CONSERVATION TRUST FUND	$ 129.95	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ -	-	-
CRMC FUND	$ 7,442.05	-	-
OPC FUND	$ 4,431.54	-	-
Totals	**$ 219,023.29**	**$ -**	**$ -**

DATE: July 21, 2026 _____ BOCC CHAIRMAN

DATE: July 21, 2026 _____ COMMISSIONER

DATE: July 21, 2026 _____ COMMISSIONER

DATE: July 21, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	219,023.29
AP + Fringes	$	219,023.29
Total Pd Certification - Payroll	$	219,023.29
Total Payroll + Fringes	$	-

Ending Check No. 78929
Beginning Check No. 78864
1
Total Number of Checks: 66

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

July 21, 2026

COUNTY GENERAL FUND - 01 0010

78864-78929

	$ 175,818.43
Void Ck # 78888 - Printing Error	$ -
Payroll	$ -
Total Fringes	$ -
Total	**$ 175,818.43**

ARPA 0018

	$ 206.91
Total	**$ 206.91**

ROAD & BRIDGE FUND - 02 0020

	$ 11,243.95
Payroll	$ -
Fringes	$ -
Total	**$ 11,243.95**

FSA (Cafeteria) 552 0552

	$ 44.41
	$ -
Total	**$ 44.41**

Sheriff's Booking Fees 0675

	$ -
Total	**$ -**

SALES & USE TAX FUND - 03 0900

	$ -
Total	**$ -**

CONSERVATION TRUST FUND - 06 0130

	$ 129.95
Total	**$ 129.95**

CAPITAL FUND - 07 0100

	$ -
	$ -
Total	**$ -**

OTHER AGENCIES FUND- 08

	$ -
	$ -
Total	**$ -**

LODGING TAX - 09 0014

	$ -
	$ -
Total	**$ -**

PUBLIC HEALTH AGENCY - 11 0676

	$ 19,706.05
Payroll	$ -
Total Fringes	$ -
Total	**$ 19,706.05**

CRMC 0016

	$ 7,442.05
Payroll	$ -
Total Fringes	$ -
Total	**$ 7,442.05**

OPC 0017

	$ 4,431.54
Payroll	$ -
Total Fringes	$ -
Total	**$ 4,431.54**
GRAND TOTAL	**$ 219,023.29**

Paula Gonzales, Finance Director

Prowers County, CO

Check Register

Packet: APPKT00310 - 103.07.2026 AP 07/21/2026

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	07/21/2026	Regular	0.00	328.00	78864
ATS1	Ace Tire Service LLC	07/21/2026	Regular	0.00	9,370.59	78865
AII1	Airgas Intermountain Inc.	07/21/2026	Regular	0.00	912.89	78866
AMAZON	Amazon Capital Services	07/21/2026	Regular	0.00	1,219.02	78867
AVA1	Ark Valley Auto Service	07/21/2026	Regular	0.00	290.51	78868
ATM1	Atmos Energy	07/21/2026	Regular	0.00	220.81	78869
AXIOM	Axiom Human Resource Solutions, Ir	07/21/2026	Regular	0.00	515.90	78870
VEN01095	BRADY INDUSTRIES OF COLORADO, I	07/21/2026	Regular	0.00	1,982.67	78871
CLH1	C & L Heat and Air	07/21/2026	Regular	0.00	526.56	78872
BRS1	Charter Communications	07/21/2026	Regular	0.00	157.13	78873
VEN01029	CHESTNUT HEALTH SYSTEMS INC	07/21/2026	Regular	0.00	1,208.00	78874
CINTASCORP	CINTAS CORPORATION NO. 2	07/21/2026	Regular	0.00	593.06	78875
LAM3	City of Lamar	07/21/2026	Regular	0.00	889.88	78876
LEF1	City of Lamar	07/21/2026	Regular	0.00	85,994.00	78877
COLOR	Colorado Energy Systems	07/21/2026	Regular	0.00	168.00	78878
VEN01155	COLORADO FIRECAMP, INC	07/21/2026	Regular	0.00	735.00	78879
DEL1	Coloradoland Tire & Service	07/21/2026	Regular	0.00	2,075.88	78880
CURE	CureMD.com	07/21/2026	Regular	0.00	656.00	78881
DEL2	DeLoach's Water Conditioning Inc.	07/21/2026	Regular	0.00	169.00	78882
DEI1	Digitcom Electronics Inc	07/21/2026	Regular	0.00	75.00	78883
VEN00950	EVERGREEN MECHANICAL LLC	07/21/2026	Regular	0.00	8.29	78884
MELCHER	Gary Melcher	07/21/2026	Regular	0.00	360.00	78885
GGJ1	Glenda Gatchell	07/21/2026	Regular	0.00	303.20	78886
GNB1	GNBank	07/21/2026	Regular	0.00	28,037.16	78887
	Void	07/21/2026	Regular	0.00	0.00	78888
GOBINS	Gobin's Inc.	07/21/2026	Regular	0.00	820.88	78889
GSD1	Granada School District RE-1	07/21/2026	Regular	0.00	10,177.75	78890
HST1	Home Store LLC	07/21/2026	Regular	0.00	51.46	78891
EFQ1	IntelliChoice, Inc.	07/21/2026	Regular	0.00	12,439.13	78892
RJE1	Jean Reifschneider	07/21/2026	Regular	0.00	288.04	78893
VEN01054	KP LLC - 8311	07/21/2026	Regular	0.00	17,766.38	78894
LBM1	Lamar BMS	07/21/2026	Regular	0.00	149.45	78895
LAWOFF	Law Office of Rose F. Pugliese, LLC	07/21/2026	Regular	0.00	8,000.00	78896
DOMN1	LIBERTY VOTE USA, INC	07/21/2026	Regular	0.00	2,537.36	78897
SPRINGERL	Linda Springer	07/21/2026	Regular	0.00	303.20	78898
TORR	Mary Jane Torres	07/21/2026	Regular	0.00	288.04	78899
VEN00953	Melissa Ruddick	07/21/2026	Regular	0.00	44.41	78900
MSD1	Merck Sharp & Dohme Corp	07/21/2026	Regular	0.00	3,225.23	78901
MGTOF	MGT of America Consulting, LLC	07/21/2026	Regular	0.00	6,050.00	78902
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLUT	07/21/2026	Regular	0.00	126.25	78903
VEN00932	NBC STORAGE	07/21/2026	Regular	0.00	50.00	78904
NEUMO/AVENU/GOVC	NEUMO RECORDS LLC /NEUMO ENT	07/21/2026	Regular	0.00	3,497.08	78905
PITSTOPLLC	PIT STOP, LLC	07/21/2026	Regular	0.00	6,438.68	78906
PTB2	Pitney Bowes Global Financial Servic	07/21/2026	Regular	0.00	782.43	78907
PLAINS	Plains Disposal, LLC	07/21/2026	Regular	0.00	160.00	78908
DSS1	Prowers County DHS	07/21/2026	Regular	0.00	549.92	78909
RBC1	Rebeltec	07/21/2026	Regular	0.00	129.95	78910
RPI1	Robinson Printing	07/21/2026	Regular	0.00	510.00	78911
SHC1	Share Corporation	07/21/2026	Regular	0.00	1,193.40	78912
ReifschneiderS	Sheryl Reifschneider	07/21/2026	Regular	0.00	530.60	78913
MRS1	Shred America	07/21/2026	Regular	0.00	91.26	78914
SOURCE	Source Office & Technology / Source	07/21/2026	Regular	0.00	249.66	78915
SECPA	Southeast Colorado Power Associati	07/21/2026	Regular	0.00	51.27	78916
WAS1	Staffon R Warn	07/21/2026	Regular	0.00	641.39	78917

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
STD1-DPA	State of Colorado	07/21/2026	Regular	0.00	765.17	78918
STR1	Stericycle Inc	07/21/2026	Regular	0.00	180.70	78919
SUC1	Susan Crites	07/21/2026	Regular	0.00	523.02	78920
SYMM1	Symmetry Energy Solutions	07/21/2026	Regular	0.00	108.06	78921
TALLBOY	Tall Boy Garage	07/21/2026	Regular	0.00	1,552.55	78922
HOL1	Town of Holly	07/21/2026	Regular	0.00	253.83	78923
URS1	UBEO Business Services	07/21/2026	Regular	0.00	143.75	78924
VER1	Verizon Wireless	07/21/2026	Regular	0.00	80.02	78925
VIA1	Viaero Wireless	07/21/2026	Regular	0.00	621.87	78926
WAL1	Wallace Gas & Oil Inc	07/21/2026	Regular	0.00	254.55	78927
WRE1	WEX BANK	07/21/2026	Regular	0.00	500.00	78928
XTR1	X-Treme Graphics	07/21/2026	Regular	0.00	100.00	78929

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	130	65	0.00	219,023.29
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
	130	**66**	**0.00**	**219,023.29**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2026	219,023.29
			219,023.29

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 28, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: July 10, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of the Prowers County Collaborative Agreement between Prowers County Department of Human Services and Prowers County Public Health & Environment Southeast Colorado Case Management Agency and authorizing Department of Human Services Director, Lanie Meyers-Mireles, and Prowers County Public Health & Environment Director, Meagan Hillman, to execute the document.

Justification or Background: HCPF is requiring this per HCPF OM 26-041

Fiscal Impact: This item is budgeted in the following account code: None.

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

Approved by the County Attorney on: 7-19-2026

Additional Approvals (if required):

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

THANK YOU!

PROWERS COUNTY COLLABORATION AGREEMENT

This Collaboration Agreement (the "Agreement") is entered into by and between the Prowers County Department of Human Services, and the external entity(ies) listed below (the "External Entity") for the purpose of facilitating timely enrollment of Medical Assistance applicants, ensuring coordination of ongoing eligibility and case maintenance, and outlining cost-sharing mechanisms.

This Agreement shall become effective on the date signed by the final party and shall remain in effect until terminated or modified by mutual written consent of the parties involved.

1. Purpose and Scope of Collaboration

Rule section 1.020.11: County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment

The purpose of this Agreement is to:

- Ensure coordination between the County Department and external entities to support the timely enrollment of medical applicants, as well as the ongoing eligibility determination and case maintenance.

- In particular, to ensure applicants who are hospitalized have access to timely determinations for discharge, the County Department shall enter into formal agreements with the External Entities within the county's boundaries or, if applicable, partner with neighboring counties within this agreement by January 1, 2026. This Agreement may be executed either individually between the County Department, Partner Counties, and each External Entity, or as a single agreement that includes multiple External Entities, depending on the County's organizational structure.

2. Agreement Details

a. General Points of Contact

The Agreement will specify designated points of contact for each party to effectively manage the implementation of this collaboration. These points of contact include, but are not limited to:

- County Department Representative: Belinda Hernandez
- External Entity(ies) Representative: Stacy Kincaid - Prowers County Public Health & Environment - Southeast Colorado Case Management Agency

b. Defined Roles and Responsibilities

County Department Responsibilities:

The County Department shall have the sole responsibility of determining eligibility for Medical Assistance programs. The Counties will provide and communicate timely, accurate

information and case specific data to external entities to support the timely processing of applications and the ongoing maintenance of cases.

External Entities Responsibilities:
The External Entities shall collaborate with the County Department to ensure timely and accurate enrollment and eligibility decisions. To ensure timely processing, the External Entities shall implement effective systems and process workflows in coordination with the County Department.

Conflict of Interest Provisions:
The Agreement will include language ensuring that there are no conflicts of interest that would hinder access to eligibility and enrollment. Each party will be expected to act in the best interest of the Medical Assistance applicants and the public welfare.

3. External Entities Requiring Collaboration Agreements

a. Hospital System(s), Health Clinics, or Medical Facilities
The County Department shall enter into formal collaboration agreements with the Hospital System(s) or eligible health clinics or medical facilities located within the county to ensure timely and accurate eligibility determinations for Medical Assistance applicants. The Hospital System(s) shall provide necessary support to facilitate these processes, including cooperation for the timely transfer of information.

- Name: Prowers County Public Health & Environment - Southeast Colorado Case Management Agency
- Location: 1001 S. Main St. Lamar, CO 81052
- Phone: (719) 336-8721
- Email: mhillman@prowerscounty.net; skincaid@prowerscounty.net

5. Agreement Term and Termination

This Agreement shall remain in effect until amended or terminated by mutual written agreement of the parties. Any party wishing to terminate this Agreement must provide written notice to the other parties at least **60 days** in advance.

6. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of all parties involved.

7. Miscellaneous

- **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State.

- **Severability**: If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- **No Waiver**: The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Collaboration Agreement on the dates indicated below:

County Department Director, or their designated appointee:
Authorized Signatory: _____
Date: _____

Partner County Department:
Authorized Signatory: _____
Date: _____

External Entity:
Authorized Signatory: _____
Date: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Meagan Hillman, PCPHE

Submitted to the County Administration Office on: 07/14/2026

Return Originals to: PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: 7/1/26

Item Title/Recommended Board Action:

Consider approval Contract Amendment #4, 2027*0166 AMD #4 to original Contract # 2025*0139 between Colorado Department Public Health & Environment and Prowers County Public Health & Environment in the amount of $43,598.00 and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

Justification or Background:

PHEP funding amendment. This funds Emergency Preparedness work. This amendment adds an additional year term and increases the Maximum Amount, replaces the SOW and the Budget.

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney 7-19-2026

Finance _____

Clerk _____

HR _____

State of Colorado Contract Modification
Contract Amendment #4

State Agency

Colorado Department of Public Health and Environment

Contractor

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

Original Contract Number

2025*0139

Main Task Order Contract Number

23 FAA 00042

Amendment Contract Number

2027*0166 AMD #4

Contract Performance Beginning Date

July 1, 2024

Current Contract Expiration Date

June 30, 2027

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2025: $43,409.00

Extension Terms

State Fiscal Year 2026: $43,245.00

State Fiscal Year 2027: $43,598.00

Total for All State Fiscal Years: $130,252.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

Contractor

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

_____

By: Name & Title of Signer

Date: _____

State of Colorado

Jared S. Polis, Governor

Colorado Department of Public Health and Environment

Jill Hunsaker Ryan, MPH, Executive Director

_____

By: Chelsea Gilbertson, Procurement & Contracts Section Director

Date: _____

State Controller
Robert Jaros, CPA, MBA, JD

Date: _____

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

_____
By: Kurt Williams, Controller

Amendment Effective Date:

July 1, 2026

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

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

4. Purpose

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

As of the Effective Date of this Amendment, the Parties now desire to increase the Contract Maximum Amount, extend the Contract for an additional year term, add funding for the additional year term, replace the Statement of Work, and replace the Budget.

5. Modifications

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

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

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

C. The Parties now agree to modify the Contract's Exhibit B, Statement of Work. The Exhibit B, Statement of Work of the Contract is hereby deleted and replaced with the Exhibit B, Statement of Work attached to this Amendment.

D. The Parties now agree to modify the Contract's Exhibit C, Budget. The Exhibit C, Budget of the Contract is hereby deleted and replaced with the Exhibit C, Budget attached to this Amendment.

6. Limits of Effect and Order of Precedence

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

Statement of Work

To Original Contract Number CT 2025*0139

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

I. **Entity Name:** Prowers County Public Health

II. **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 agencies, 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.

III. **Definitions**

A. AAR/IP: After Action Report/Improvement Plan
B. Business Day: Monday through Friday, excluding holidays
C. CDB: Communicable Disease Branch
D. CDEU: Communicable Disease Epidemiology Update Calls
E. CDPHE: Colorado Department of Public Health & Environment
F. CERC: Crisis and Emergency Risk Communication
G. CO-SHARE: Colorado State Health and Readiness Exchange
H. EpiTrax: Colorado's disease reporting and surveillance system

I. Epi: Epidemiology
J. Epidemiology SOW Guidance Document: A document written by the Field Epidemiology Team to support LPHAs with recommendations and examples for successful completion of the PHEP SOW epidemiology activities and deliverables.
K. FITS: Foodborne Illness Taskforce System
L. FoodNet: A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
M. Grant Reporting Spreadsheet: The reporting spreadsheet in CO-SHARE where all grant activities and deliverables are tracked.
N. HAN: Health Alert Network
O. High-Risk Disease Situation: A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
P. IMATS: Inventory Management and Tracking System
Q. LPHA: Local Public Health Agency
R. Local Public Health Response Plan: any plan or protocol that describes LPHA public health response activities. This may be an Emergency Operations Plan, an Epidemiology Response Plan, or other similar plan regularly used and maintained by the agency that describes local response to disease hazards.
S. MYIPP: Multi Year Integrated Preparedness Plan
T. NORS: National Outbreak Reporting System
U. OEPR: Office of Emergency Preparedness & Response
V. SOW - Statement of Work, this Exhibit to the Contract that outlines the work to be completed by the Contractor including the project's goal, objectives, activities, standards, and requirement, deliverables, and timelines.
W. SOW Guidance Document: Guidance document providing budget period specific information for the PHEP Scope of Work.

IV. Work Plan

Program Goal: Support Local Public Health agencies to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, diseases, events, and disasters that impact the public's health.

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

Primary Activity (PA) #1: The Contractor shall update epidemiology response components of a Local Public Health Response Plan.

PA #1 Sub-Activity(ies):

1. The Contractor shall submit the updated Local Public Health Response Plan.

PA #1 Standards and Requirements:

1. The Contractor's updated Local Public Health Response Plan shall include the following required epidemiology 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 exposures
        iii. Disease outbreaks
    c. The identification of staff who can support surge investigation 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, the following:
        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.

2. The Contractor shall utilize the staff identified in their response plan.
3. The Contractor shall follow the processes identified in their response plan.
4. CDPHE will provide access to EpiTrax for the Contractor's disease investigation staff.
5. CDPHE will provide access to 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

PA #1 Deliverable(s):

Deliverable #1: The Contractor shall submit the updated Local Public Health Response plan.

Due: No later than September 30, 2026.

Deliver To: Upload via CO-SHARE

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

PA #2 Sub-Activity(ies):

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.
2. If the Contractor encounters cases, contacts, or exposed individuals that are outside their jurisdiction during disease investigations, the Contractor shall report those cases, contacts, or exposed individuals and reroute those cases to the appropriate jurisdiction.

PA #2 Standards and Requirements:

1. The Contractor shall comply with responsibilities outlined in the Public Health Reportable Condition Investigation Guidance and the CDPHE Communicable Disease Manual when completing disease case investigations. Public Health Reportable Condition Investigation Guidance is incorporated and made part of this contract by reference. The CDPHE Communicable Disease Manual is incorporated and made part of this contract by reference. The Unified Disease Reporting List is incorporated and made part of this contract by reference.
    a. Guidance may be revised and adapted to address evolving responses to novel or emerging pathogens.
2. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual.
3. The Contractor shall comply with statewide guidance and best practices in Outbreak Investigation Guidance Document when investigating diseases and outbreaks, including exposure monitoring. The Outbreak Investigation Guidance Document is incorporated and made part of this contract by reference. The CDPHE Outbreak Investigation Guidance Website is incorporated and made part of this contract by reference.

   a. Guidance may be revised and adapted to address evolving responses to novel or emerging pathogens.

4. The Contractor shall comply with outbreak reporting requirements stated in the CDPHE Communicable Disease Manual and in the CDPHE Outbreak Investigation Guidelines website.
5. 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.
6. If, during the course of the interview, the Contractor learns that a case, contact or exposed person resides in a different jurisdiction, the Contractor shall reroute the case in EpiTrax to the proper jurisdiction.
7. The Contractor shall reroute cases, contacts, and exposures that are outside the jurisdiction that are not a High-Risk Disease Situation to the proper jurisdiction within one (1) business day.
8. The Contractor shall reroute cases, contacts, and exposures that are outside the jurisdiction to the proper jurisdiction immediately by phone if an outbreak or other High-Risk Disease Situation is identified.
9. The Contractor shall report cases, contacts, or exposures of reportable High-Risk Disease Situations that require investigation outside of the Contractor's jurisdiction immediately upon Contractor's knowledge of the cases, contacts, or exposed individuals.
10. The Contractor shall comply with the disease investigation expectations outlined in the 2023 FoodNet Expansion Plan by meeting the LPHA requirements necessary for CDPHE to conduct FoodNet interviews. This document is incorporated and made part of this contract by reference and is available on the following link FoodNet Expansion Plan.
11. The Contractor shall complete disease case, contact and exposure interview data entry into EpiTrax within three (3) business days of completion of the interview.

12. The Contractor shall complete more timely disease case, contact and exposure interview data submission during urgent response situations if required.
13. The Contractor shall complete outbreak investigation data entry into EpiTrax within three (3) business days of notification of the outbreak.
14. The Contractor shall complete more timely outbreak investigation data submission during urgent response situations if required.
15. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is unable to meet the target for completing timely investigation for conditions with 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.
16. 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.

Primary Activity (PA) #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 (PA) #4: The Contractor shall evaluate disease investigation metrics reports.

PA #4 Sub-Activity(ies):

1. The Contractor shall identify issues in the disease investigation metrics report.

PA #4 Standards and Requirements:

1. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the Contractor twice annually, once in August and once in February.
2. The Contractor shall record disease investigation metrics report issue resolutions in the Grant Reporting Spreadsheet.

PA #4 Deliverable(s):

Deliverable #2: The Contractor shall submit the resolutions to the issues identified in the disease investigation metrics report.

Due: No later than one (1) month after receiving each disease investigation metrics report.

Deliver To: CDPHE Contract Monitor via Grant Reporting Spreadsheet.

Primary Activity (PA) #5: The Contractor shall attend routine statewide calls.

PA #5 Sub-Activity(ies):

1. The Contractor shall attend twice monthly statewide CDEU calls.
2. The Contractor shall attend once quarterly statewide FITS calls.

PA #5 Standards and Requirements:

1. The Contractor shall attend a minimum of 80% of all of the routine statewide calls.

Primary Activity (PA) #6: The Contractor shall attend Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.

PA #6 Standards and Requirements:

1. The Contractor shall attend a minimum of 80% of all of the Statewide Epidemiology Response Coordination calls.

2. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.

Primary Activity (PA) #7: The Contractor shall meet quarterly with the CDB Field Epidemiologist assigned to the jurisdiction.

PA #7 Standards and Requirements:

1. The Contractor shall document the date in which meetings with the CDB Field Epidemiologist took place in the Grant Progress Reporting Spreadsheet.

Primary Activity (PA) #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 for disease control purposes.

PA #8 Sub-Activity(ies):

1. The Contractor shall present public health data concepts with invested community organizations a minimum of every six (6) months.
2. The Contractor shall submit a summary of the community presentations in the Grant Reporting Spreadsheet.

PA #8 Standards and Requirements:

1. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the Contractor quarterly for the duration of the contract.
2. The Contractor shall present public health data concepts to community organizations at the discretion of the Contractor at a minimum of every six (6) months.
3. CDPHE will provide presentation recommendations in the Epidemiology SOW Guidance Document by July 1, 2026.
4. The Contractor's summary of the community presentation shall 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.

PA #8 Deliverable(s):

Deliverable #3: The Contractor shall submit the summary of the community presentation.

Due: No later than February 1, 2027, and June 15, 2027

Deliver To: CDPHE Contract Monitor via the Grant Reporting Spreadsheet.

Primary Activity (PA) #9: The Contractor shall conduct disease control prevention activities among people at higher risk of communicable disease infections.

PA #9 Sub-Activity(ies):

1. The Contractor shall collaborate with other invested organizations and individuals to conduct disease control prevention activities among people at higher risk of communicable disease.
2. The Contractor shall identify high-risk populations within their jurisdiction.
3. The Contractor shall develop a High-Risk Population Brief Summary outlining communicable disease prevention or response efforts among people of higher risk communicable disease infection.

PA #9 Standards and Requirements:

1. CDPHE will provide examples of high-risk populations or in the Epidemiology SOW Guidance Document by July 1, 2026.

PA #9 Deliverable(s):

Deliverable #4: The Contractor shall submit the High-Risk Population Brief Summary.

Due: No later than 15 calendar days prior to the expiration of the current term of the contract.

Deliver To: CDPHE Contract monitor via the Grant Reporting Spreadsheet.

Primary Activity (PA) #10: The Contractor shall respond to no-notice bi-annual communicable disease after-hours drills conducted by the CDB, using one of the CDB approved methods.

PA #10 Standards and Requirements:

1. The Contractor's staff shall be available 24/7 to respond to bi-annual communicable disease after-hours drills.
2. The Contractor shall respond to after-hours drills within (1) one hour of receiving the drill phone call.
3. The Contractor's responses to after-hours drills shall be either by text message or phone call.

Project Objective #2: No later than the expiration of the contract, maintain public health emergency preparedness, response, and recovery within the jurisdiction through planning, training activities, exercises, and response to real events.

Primary Activity (PA) #11: The Contractor shall complete an exercise that addresses a priority jurisdictional risk with public health impacts.

PA #11 Sub-Activity(ies):

1. The Contractor shall conduct an exercise or participate in a jurisdictionally-led exercise.
2. The Contractor shall complete an AAR/IP Data Elements document for the completed exercise.

PA #11 Standards and Requirements:

1. The Contractor shall conduct or participate in one of the following exercise options that best meets jurisdictional needs:
    a. Seminar
    b. Workshop
    c. Tabletop Exercise
    d. Game
    e. Functional Exercise
    f. Full Scale Exercise
2. CDPHE-OEPR will provide an AAR/IP Data Elements document via CO-SHARE by July 1, 2026.

PA #11 Deliverable(s):

Deliverable #5: The Contractor shall submit AAR/IP Data Elements document.
Due: No later than 90 days following the completed exercise
Deliver To: Upload to CO-SHARE

Primary Activity (PA) #12: The Contractor shall complete an AAR/IP following any exercise or real-world event.

PA #12 Sub-Activity(ies):

1. The Contractor shall submit all AAR/IPs.

PA #12 Standards and Requirements:

1. The Contractor shall indicate in the AAR/IP if health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles, were activated during the exercise or real-world event.

PA #12 Deliverable(s):

Deliverable #6: The Contractor shall submit all AAR/IPs.

Due: No later than 90 days after completion of any exercise or real world event, but no later than 30 days prior to the expiration of the current term of the contract

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #13: The Contractor shall participate in a state-issued exercise HAN message.

PA #13 Sub-Activity(ies):

1. The Contractor shall identify local processes for tailoring and disseminating emergency communications to jurisdictional stakeholders.
2. The Contractor shall identify gaps in stakeholder coverage or dissemination processes.
3. The Contractor shall document findings and planned improvements.
4. The Contractor shall complete a brief summary.

PA #13 Standards and Requirements:

1. CDPHE will provide a state-issued HAN exercise.
2. CDPHE will provide a brief summary template by July 1, 2026
3. The Contractor shall include the following in the brief summary including:
    a. Stakeholder gaps
    b. Process gaps
    c. Planned actions to identify contacts and maintain stakeholder lists

PA #13 Deliverable(s):

Deliverable #7: The Contractor shall submit the brief summary

Due: No later than 12/31/2026

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #14: The Contractor shall conduct semi-annual drills to test resource request orders.

PA #14 Sub-Activity(ies):

1. The Contractor shall submit the IMATS Tracking Invoice generated upon completion of each drill.

PA #14 Deliverable(s):

Deliverable #8: The Contractor shall submit IMATS Tracking Invoice.
Due: No later than 12/31/2026 and 6/1/2027
Deliver To: Upload to CO-SHARE

Primary Activity (PA) #15: The Contractor shall participate in the development or update of an All-Hazards MYIPP.

PA #15 Sub-Activity(ies):

1. The Contractor shall submit the All-Hazards MYIPP.

PA #15 Standards and Requirements:

1. The Contractor shall include the following on the All-Hazards MYIPP:
    a. Plans
    b. Training
    c. Exercises for prioritized jurisdictional risks

PA #15 Deliverable(s):

Deliverable #9: The Contractor shall submit the All-Hazards MYIPP.
Due: No later than 6/1/2027
Deliver To: Upload to CO-SHARE

Primary Activity (PA) #16: The Contractor shall participate in a minimum of one (1) Workforce Development Training.

PA #16 Standards and Requirements:

1. CDPHE will provide a list of recommended trainings by July 1, 2026.
2. The Contractor's trainings shall include one (1) CERC training.
3. CDPHE will provide a list of acceptable CERC training opportunities by July 1, 2026.

PA #16 Deliverable(s):

Deliverable #10: The Contractor shall submit proof of participation in Workforce Development training.

Due: No later than 6/1/2027

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #17: The Contractor shall participate in the State Capstone Drill Exercise led by CDPHE-OEPR.

PA #17 Sub-Activity(ies):

1. The Contractor shall complete the Capstone Exercise Participation Data Elements.
2. The Contractor shall submit the Capstone Exercise Participation Data Elements.

PA #17 Standards and Requirements:

1. CDPHE will provide the Capstone Exercise Participation Data Elements requirements by July 1, 2026.

PA #17 Deliverable(s):

Deliverable #11: The Contractor shall submit Capstone Exercise Participation Data Elements.

Due: No later than 6/1/2027

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #18: The Contractor shall create or update the Administrative & Budget Preparedness Check-List.

PA #18 Sub-Activity(ies): The Contractor shall submit the Administrative & Budget Preparedness Check-List.

PA #18 Standards and Requirements:

1. CDPHE will provide an Administrative & Budget Preparedness Check-List template by July 1, 2026.

PA #18 Deliverable(s):

Deliverable #12: The Contractor shall submit the Administrative & Budget Preparedness Check-List.

Due: No later than 6/1/2027

Deliver To: CO-SHARE

Primary Activity (PA) #19: The Contractor shall maintain an up-to-date emergency epidemic notification list.

PA #19 Sub-Activity(ies):

1. The Contractor shall review the emergency epidemic notification list to confirm it is current and up-to-date.
2. The Contractor shall document the review of the emergency epidemic notification list.
3. The Contractor shall submit the emergency epidemic notification list.

PA #19 Standards and Requirements:

1. The Contractor shall include the following on the emergency epidemic notification list at a minimum:
    a. General or critical access hospitals
    b. Regional emergency medical and trauma advisory councils
    c. Rural health clinics or federally qualified health centers

d. Local emergency management agencies within the jurisdiction of the local public health agency.

PA #19 Deliverable(s):

Deliverable #13: The Contractor shall submit the emergency epidemic notification list.

Due: No later than 6/1/2027

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #20: The Contractor shall respond to quarterly redundant communication drills conducted by CDPHE.

PA #20 Standards and Requirements:

1. CDPHE will send quarterly redundant communication drills through the Colorado Notification System (CNS).
2. The Contractor shall respond to each quarterly communication drill by email or SMS.

General 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 electronic documents and website content and information for changes to comply with all updates.
2. The Contractor shall inform CDPHE of any nonfunctioning linked or incorporated hyperlinks, documents, or resources within ten (10) days of discovery.
3. CDPHE-CDB will provide the Contractor with a Statement of Work (SOW) Guidance Document by July 1, 2026 via email.
4. CDPHE will provide the Contractor with the Grant Reporting Spreadsheet by July 1, 2026.

5. The Contractor's staff shall be available 24/7 to respond to a High-Risk Disease Situation.
6. The Contractor's staff shall be available 24/7 to respond to after-hours drills.

Expected Results of Activity(ies):

1. Maintaining Colorado's public health agencies' surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated.
2. Maintaining Colorado public health agencies' ability to respond to public health emergencies and related events to which a public health response is necessitated.

Measurement of Expected Results:

1. Updated Local Public Health Response Plan
2. Timely and complete disease and outbreak investigations
3. The information and date in the completed Grant Reporting Spreadsheet for all deliverables.

V. Deliverable Schedule:

Description:	Due Date:
The Contractor shall submit their Local Public Health Response plan via CO-SHARE	No later than September 30, 2026
The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the CDPHE Contract Monitor via Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
The Contractor shall submit the summary of the community presentation on the public health	No later than February 1, 2027, and June 15, 2027

community organization disease topic to the CDPHE Contract Monitor via the Grant Reporting Spreadsheet	
The Contractor shall submit a High-Risk Population Brief summary to the CDPHE Contract Monitor via the Grant Reporting Spreadsheet	No later than June 15, 2027
The Contractor shall submit After Action Report and Improvement Plan (AAR/IP) Data Elements via CO-SHARE	No later than 90 days from any event, exercise or real-world event, no later than 6/1/2027
The Contractor shall submit all AAR/IPs via CO-SHARE.	No later than 90 days after completion of any exercise or real-world event
The Contractor shall submit the brief summary via CO-SHARE.	No later than December 31, 2026
The Contractor shall submit IMATS Tracking Invoice via CO-SHARE.	No later than December 31, 2026, and June 1, 2027
The Contractor shall submit the All-Hazards MYIPP via CO-SHARE.	No later than June 1, 2027
The Contractor shall submit proof of participation in Workforce Development trainings via CO-SHARE.	No later than June 1, 2027
The Contractor shall submit Capstone Exercise Participation Data Elements via CO-SHARE.	No later than June 1, 2027
The Contractor shall submit the Administrative & Budget Preparedness Check-List via CO-SHARE.	No later than June 1, 2027
The Contractor shall submit the emergency epidemic notification list via CO-SHARE.	No later than June 1, 2027

VI. 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.

VII. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue(s). 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 require 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 and implementation of the agreed-upon action(s) to ensure timelines are met and the compliance issue(s) is resolved. Failure by the Contractor to diligently pursue the compliance resolution plan, or to reach an agreement with the State on such a plan, may result in the State exercising its rights under the provisions of the contract.

EXHIBIT C

COLORADO
Department of Public Health & Environment

DISEASE CONTROL AND PUBLIC HEALTH RESPONSE- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #: 2025*0139

Budget Modification Routing #: 2027*0166 AMD #4

Contractor Name	Prowers County Public Health	**Program Contact Name, Title, Phone and Email**	Jo Lynn Idler, EPR Coordinator (719) 336-8721 ext. 211 jidler@prowerscounty.net
Budget Period	07/01/2026-06/30/2027	**Fiscal Contact Name, Title, Phone and Email**	Meagan Hillman, Director (719) 336-8721 ext. 212 mhillman@prowerscounty.net
Project Name	OEPR - PHEP	**Contract (CT or PO) Number**	2027*0166 AMD #4

Expenditure Categories

Personal Services Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Public Health Director	Oversees all Public Health Functions related to EPR	120,382.00	26,006.00	3.00%	4,391.64
EPR Coordinator	Coordination of Emergency Preparedness Response Activities and responsible for all Emergency Preparedness Response deliverables as outlined in SOW	60,818.00	18,411.00	20.00%	15,845.80
Public Health Nurse, BSN	Responsible for Epidemiology deliverables as outlined in SOW	76,917.00	9,946.00	14.0%	12,160.82
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-

Personal Services Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
					-
					-

EXHIBIT C

					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
				Total Personal Services (including fringe benefits)	32,398.26

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Volunteer Insurance	Colorado Technical Services Inc. (CTSI)	2.80	15.00	42.00
Office Supplies	ID Badges, Copies, Printer Cartridges and other EPR office supplies as needed	700.00	1.00	700.00
Computer	Upgrade for EPR Coordinator, essential for grant work	1,600.00	1.00	1,600.00
Conference Registration	April 2027 NACCHO Preparedness Summit in Atlanta Georgia - Public Health Director	875.00	1.00	875.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Total Supplies & Operating	3,217.00

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
In State Mileage	Mileage to attend local/regional/state meetings and trainings	0.725	751.0	544.48
Out of State Flight	2027 NAACHO Preparedness Summit in Atlanta, Georgia - Public Health Director	710.00	1.00	710.00
Meals	2027 NACCHO Preparedness Summit in Atlanta Georgia - Public Health Director (Full day travel)	86.00	5.00	430.00
Out of State Lodging	2027 NACCHO Preparedness Summit in Atlanta Georgia - Public Health Director	182.00	5.00	910.00
Out of State Transportation (Uber/Lyft/Taxi)	2027 NACCHO Preparedness Summit in Atlanta Georgia - Public Health Director	30.00	4.00	120.00
Airport Parking-DIA	2027 NACCHO Preparedness Summit in Atlanta Georgia - Public Health Director	20.00	5.00	100.00
				-
				-
				-

EXHIBIT C

				-
				-
				-
				-
			Total Travel	2,814.48

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Total Contractual	-
			SUB-TOTAL OF DIRECT COSTS	38,429.74

Less: Expenses per OMB 2 CFR 200

Subcontractor in excess of $50,000	$-
Rent	$-
Equipment in excess of $10,000	$-
Other Unallowable expenses	$-
Total Expenses per OMB 2 CFR 200	$-
Modified Total Direct Costs (MTDC)	$38,429.74

Indirect

Item	Description of Item	Percentage	Total Amount Requested from
Federally-Negotiated Indirect Cost Rate			-
CDPHE-Negotiated Indirect Cost Rate	2026 CDPHE Certified Indirect Rate @ 13.45%	13%	5,168.26
De minimis Indirect Cost Rate*		15%	
		Total Indirect	5,168.26
		TOTAL	43,598.00

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/20/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 07/20/26

Return Originals to: N/A

Number of originals to return to Submitter: 1

Contract Due Date: 7/31/26

Item Title/Recommended Board Action:

Consider ratifying 7/16/26 email poll approval of Membership and Funding Letter for Regional SECRETAC.

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 _____

Finance _____

Clerk _____

HR _____

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

July 17, 2026

Via Email Only
Southeast Colorado Regional Emergency Trauma Advisory Board
Bent County Community Center
1214 Ambassador Thompson Blvd
Las Animas, CO 81054

RE: ***Funding and Membership***

Dear SECRETAC Members,

The Prowers County Board of County Commissioners are the area representatives for the Southeast Colorado Regional Emergency Trauma Advisory Council (SECRETAC) advisory Board. SECRETAC will have approximately $15,000 in grant funding available to allocate through the entities within our area. We would like to gather your feedback regarding the most beneficial use of these funds whether in whole or divided among each individual entity. Your feedback is valuable in helping identify regional priorities and address current needs to ensure that the funding is used in a way that best supports our area.

Also, we want to remind our local entities about the importance of memberships and attendance at the advisory board meetings. Advisory Board meetings take place the 3rd Wednesday of every month. These meetings are crucial to the funding and collaboration of the communities we represent. Often, we see funding go unused due to lack of participation. To remedy this issue, we would like to ask for your commitment to your membership with attendance at the Advisory Board meetings. We understand schedules can be overwhelmingly difficult to manage and we are open to appointing new members with your request based on consistent scheduling conflicts. Please feel free to reach out to the SECRETAC Director or the Advisory Board Chair with any questions, suggestions, or changes using the below contact information.

Brandon Chambers
Program Director
scretac5@gmail.com
Cell: 719-248-3978

Ron Cook
Advisory Board Chair
rcook@prowerscounty.net
Admin office: 719-336-8025

We appreciate your consideration in this matter and look forward to strong support for our regional this year.

Sincerely,

PROWERS COUNTY BOARD OF COMMISSIONERS

Roger Stagner,

County Commissioner

Ty Harmon

County Commissioner

Ron Cook,

County Commissioner

C.C.

Brandon Chambers

City of Lamar

Holly Fire and Ambulance

Prowers Medical Center

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 7/28/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 7/20/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 2

Contract Due Date: 7/31/26

Item Title/Recommended Board Action:

Consider approval of road use MOU with Vulcan Construction Materials for maintenance of County roads, specifically HH.5

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 _____

Finance _____

Clerk _____

HR _____

Memorandum of Understanding

Between Prowers County, Colorado ("County") and Vulcan Construction Materials, LLC, ("Company").

Effective Date:_____, 2026

This Memorandum of Understanding ("MOU") sets forth the terms and conditions under which the Company will perform certain work, to be more fully described below, on a portion of a county road located adjacent to the Company's business, and under which the County will authorize the Company to cross such road in connection with the Company's operations, and the County will permit and facilitate such activities, all as more fully described herein.

Recitals

WHEREAS, the County is responsible for the maintenance and upkeep of county roads within its jurisdiction, including the road commonly known as County Road HH.5, located in Lamar, Prowers County, Colorado (the "Road; and

WHEREAS, the Company operates a facility located at 9485 Count Road HH.5, Lamar, Prowers County, Colorado (the "Road"), the entrance to which is situated along the Road; and

WHEREAS, the County desires for the Company, upon request from the County, to blade and water (the "Work") a portion of the Road immediately adjacent to and in front of the Company's entrance, in order to maintain the cleanliness and appearance of the area and to promote the health, safety, and welfare of its employees, customers, and the general public; and

WHEREAS, the County acknowledges the benefit of the Company's proposed Work activities and desires to authorize and permit such Work activities, subject to the terms and conditions of this MOU; and

WHEREAS, the Company desires to obtain authorization from the County to cross the Road at or near the Company's facility in connection with the Company's business operations, including the transport of equipment, materials, and vehicles across the Road, and the County desires to authorize such road-crossing activities subject to the terms and conditions of this MOU; and

WHEREAS, the Parties intend this MOU to memorialize their mutual understanding and cooperation regarding the Company's Work as requested by the County, and the authorized road-crossing activities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I — Definitions

1.1 "Work Area" means the portion of the Road directly in front of the Company's entrance, extending approximately 3040 feet in each direction from the center of the entrance driveway.

1.2 "Crossing Area" means the portion or portions of the Road at or near the Company's facility where the Company is authorized to conduct Road-Crossing Activities.

1.3 "Road-Crossing Activities" means the crossing of the Road by the Company's vehicles, equipment, personnel, and materials at the Crossing Area in connection with the Company's business operations, including the transport of aggregate, construction materials, and heavy equipment across the Road.

1.4 "Parties" means the County and the Company, collectively, and "Party" means either one of them individually.

1.5 "Term" has the meaning set forth in Article III of this MOU.

Article II — Purpose

2.1 The purpose of this MOU is to establish a cooperative framework under which the County will (a) request the Company to perform the Work in the Work Area at the Company's sole cost and expense, and (b) the County will authorize the Company to conduct Road-Crossing Activities within the Crossing Area, at the Company's sole cost and expense, and the County will authorize and support such activities in accordance with the terms and conditions set forth herein.

2.2 This MOU is not intended to create a binding contract enforceable at law, but rather reflects the Parties' good-faith understanding and voluntary commitment to cooperate and facilitating the Company's Work, and Road-Crossing Activities. Notwithstanding the foregoing, the indemnification, insurance, and liability provisions set forth in Articles VI and VII shall be binding upon the Parties and shall survive the expiration or termination of this MOU.

Article III — Term and Termination

3.1 Term. This MOU shall be effective as of the date first written above and shall continue in effect for a period of one (1) year (the "Initial Term"), unless sooner terminated in accordance with Section 3.2. Upon expiration of the Initial Term, this MOU shall automatically renew for successive one (1)-year periods (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then-current Term.

3.2 Termination. Either Party may terminate this MOU at any time, with or without cause, upon thirty (30) days' prior written notice to the other Party.

Article IV — Company Obligations

4.1 Performance of the Work. The Company shall perform, or caused to be performed, the Work as requested by the County within the Work Area, but the County will not make this request more twice per month. The Company shall ensure that the Work will be performed in a safe, professional, and workmanlike manner.

4.2 Cost and Expense. The Company shall bear all costs and expenses associated with the performance of the Work, including without limitation labor, equipment, materials, supplies for the Work.

4.3 Traffic Safety. The Company shall ensure that all Work and Road-Crossing Activities are performed in a manner that minimizes disruption to vehicular and pedestrian traffic on the Road. The Company shall deploy appropriate traffic control measures, including but not limited to signage, cones, and flagging personnel, in accordance with the Manual on Uniform Traffic Control Devices as adopted by the Colorado Department of Transportation pursuant to C.R.S. § 42-4-104 and any requirements imposed by the County.

4.4 Permits and Approvals. The Company shall obtain the necessary permits, licenses, or approvals required by applicable law, if any, in connection with the performance of the Work and the Road-Crossing Activities.

Article IV-A — Road-Crossing Obligations

4A.1 Authorization of Road-Crossing Activities. Subject to the terms and conditions of this MOU, the County hereby authorizes the Company to conduct Road-Crossing Activities within the Crossing Area during the Term of this MOU. Such authorization is non-exclusive, revocable, and personal to the Company and shall not be assigned, transferred, or sublicensed without the prior written consent of the County.

4A.2 Manner of Crossing. The Company shall conduct all Road-Crossing Activities in a safe, professional, and workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, and ordinances. The Company shall not unreasonably obstruct or impede the flow of vehicular or pedestrian traffic on the Road during Road-Crossing Activities.

4A.3 Road Maintenance and Restoration. The Company shall keep the Crossing Area free of debris, mud, aggregate, and other materials deposited as a result of the Road-Crossing Activities. The Company shall promptly clean the Crossing Area following any Road-Crossing Activities that result in the deposit of such materials on the Road surface.

Article V — County Obligations

5.1 Authorization. The County hereby authorizes the Company to conduct the Work within the Work Area, and Road-Crossing Activities within the Crossing Area during the Term of this MOU, subject to the terms and conditions set forth herein.

5.2 Cooperation. The County shall cooperate with the Company in facilitating the performance of the Work, and the Road-Crossing Activities, including by providing reasonable access to the Work Area and the Crossing Area, and coordinating any County-road maintenance or construction activities that may affect the Company's ability to conduct the Work or Road-Crossing Activities.

5.3 Notice of Road Work. The County shall use reasonable efforts to provide the Company with at least ten (10) business days' prior written notice of any planned road maintenance, construction, or other activities within or adjacent to the Crossing Area that may interfere with the Company's Road-Crossing Activities.

5.4 Retained Authority. Nothing in this MOU shall be construed to limit, restrict, or waive the County's authority over the Road, including the County's right to perform maintenance, repairs, improvements, or other work on the Road at any time and for any reason.

Article VI — Indemnification

6.1 The Company shall defend, indemnify, and hold harmless the County and its officers, employees, agents, and representatives (collectively, the "County Indemnitees") from and against any and all claims, demands, suits, actions, judgments, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to (a) the Company's performance of the Work or Road-Crossing Activities, (b) any act or omission of the Company or its officers, employees, agents, contractors, or representatives in connection with this MOU, or (c) any breach by the Company of any term or condition of this MOU, except to the extent caused by the gross negligence or willful misconduct of the County Indemnitees.

6.2 The indemnification obligations set forth in this Article VI shall survive the expiration or termination of this MOU.

Article VII — Insurance

7.1 During the Term and for a period of one (1) year following the expiration or termination of this MOU, the Company shall maintain, at its sole cost and expense, the following minimum insurance coverages:

(a) Commercial General Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, covering bodily injury, property damage, and personal and advertising injury arising out of or in connection with the Cleaning Services and the Road-Crossing Activities.

(b) Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per accident, covering all owned, hired, and non-owned vehicles used in connection with the Cleaning Services and the Road-Crossing Activities.

(c) Workers' Compensation Insurance as required by the laws of the State of Colorado, including the Workers' Compensation Act of Colorado, C.R.S. § 8-40-101 *et seq.*, and Employers' Liability Insurance with limits of not less than $500,000 per accident, $500,000 per employee for disease, and $500,000 policy limit for disease.

Article VIII — General Provisions

8.1 Independent Contractor. The Company is and shall remain an independent contractor with respect to the performance of the Work and Road-Crossing Activities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

8.2 Notices. All notices required or permitted under this MOU shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested, postage prepaid), or sent by recognized overnight courier to the addresses set forth below, or to such other address as a Party may designate by notice in accordance with this Section:

If to the County: Mark Dorenkamp, Prowers County Commissioner, 301 S. Main Street, #215, Lamar County, Colorado, 81052

If to the Company: Braden Keith, Plant Manager, Lamar Sand & Gravel, 9485 County Road HH.5, Lamar, Colorado, 81052

8.4 Amendment. This MOU may be amended or modified only by a written instrument signed by both Parties.

8.5 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

8.6 Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral.

8.8 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

8.9 Sovereign Immunity. Nothing in this MOU shall be construed as a waiver of the County's sovereign immunity or immunity from suit under the laws of the State of Colorado, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

PROWERS COUNTY, COLORADO

By: _____

Name: _____

Title: _____

Date: _____

VULCAN CONSTRUCTION MATERIALS, LLC

By: _____

Name: Braden Keith

Title: Plant Manager

Date: 7/13/2026

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: July 28, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: July 9, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of the Purchase of Service Contract with Gerardo Soto for Department of Human Services process services effective July 9, 2026.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: None.

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this **9th** day of **July, 2026** by and between **Prowers County Department of Human Services**, hereinafter referred to as "Prowers County", whose address is **1001 S Main St, Lamar CO 81052** and Gerardo Soto, hereinafter referred to as "Independent Contractor", whose address is **205 Sunset Dr, Lamar CO, 81052**.

Witnesseth,

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

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

1. Term. This contract will be effective from this date until from this date through 7/9/2027.

2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 07/9/2026 (attached hereto as Exhibit A).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. 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.

17. 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, INDEPENDENT CONTRACTOR: PROWERS COUNTY, COLORADO

By_____
Ron Cook, Chairman

By_____
Roger Stagner, Vice-Chairman

By_____
Ty Harmon, Commissioner

ATTEST:

By_____
Jana Coen, Clerk

Date signed:_____

By: 
Contractor's Signature

Date signed: 7/9/2026

EXHIBIT A

Responsibilities:

- Deliver legal documents promptly, accurately, and in compliance with applicable state laws.
- Maintain accurate records of all attempts and successful serves.
- Complete affidavits of service and return them in a timely manner.
- Communicate promptly with the office regarding service updates, challenges, or special instructions.
- Adhere to strict confidentiality and professional conduct at all times.

Compensation & Payment Terms:

- This is an independent contractor position (not an employee role).
- Contractors must submit invoices within 60 days of the date of service.
- Any invoices submitted after 60 days will be considered defaulted and not eligible for payment.
- Payments are processed upon verification of service and acceptance of proper documentation.
- Rate charged per successfully executed service will be $75.00 in town, out of town $75.00 plus .72 cents a mile for travel more than 20 miles outside of Lamar, (ex. Granada and Holly).