PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 13, 2026

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

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

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider approval of September 22, 2026 Meeting Minutes
4. Consider approval of September 29, 2026 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.

PRESENTATION

Present Certificate of Appreciation for years of service

POSTED

BY: Melissa Ruddick- Admin Asst

TIME: 0700AM

DATE: 10/09/2026

UPDATES

Veterans Service Officer - Gary Harbert
VSO update

Mike Whalen, Colorado Retirement Association
Contract Update

Sara Dunn / LAWMA
Update

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 Contract Amendment #1 between the Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support and Prowers County Department of Human Service for SFY 2027 in the amount of $649,255.20 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the contract electronically.

2. Consider approval of correcting the following Underground Utility Permits numbers 993-944 for American Engineering Testing that was previously approved on 9-22-26, to new Permit No. / Road = 993/CR12, 994/CR16, 995/CR19, 996/CR21, 997/CR22, 998/CR-A, 999/CR-J, 1000/CR-K, 1001/CR-M, 1002/CR-N, 1003/CR-P, and 1004/CR-R.

3. Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for 2027 County Lodging Tax Collections.

4. Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for 2027 County Sales/Use Tax Collections.

5. Consider approval of State of Colorado Intergovernmental Agreement Modification Intergovernmental Agreement Amendment #1 between the Department of Health Care Policy and Financing and Prowers County Department of Human Services in the amount of $68,769.40 for SFYs 2026 and 2027and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.

6. Consider approval of Subcontractor Agreement between The Cornerstone Resource Center and Prowers County Department of Human Services for the purposes of administering the IMPACs Program in Prowers, Kiowa and Baca County through February 27, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.

7. Consider approval of a Memorandum of Understanding between Assuring Better Child Health and Development and Rural Health Consortium members and authorizing Roots and Wings Early Childhood Council Coordinator, Courtney Holt-Rogers to execute the MOU electronically.

8. Consider approval of Revised 2026 Abstract of Assessment (C.R.S. §39-5-123) Colorado Department of Local Affairs – Division of Property Taxation.

9. Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the N1/2NW1/4SW1/4 of Section 4, Township 22, Range 46. The request is to subdivide off approximately two acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

10. Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the W1/2SE1/4 of Section 5, Township 22, Range 46. The request is to subdivide approximately five acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a Second Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

11. Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the NE1/4 (a/d/a Lots 1 & 2 and S1/2NE1/4) E1/2SE1/4 of Section 5, Township 22, Range 46. The request is to subdivide off approximately seven acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

12. Consider approval of a Subdivision Exemption Application by Tri-State Generation and Transmission Association, Inc., in the SW1/4NW1/4, NE1/4 of Section 24, Township 22, Range 44. The request is to subdivide approximately one acre. The property is located in an A- 1 Irrigated Agriculture zoning district. This will be a Second Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

13. Consider approval of Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in

the MOU effective January 1, 2026 through December 31, 2026 with Chaffee County and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU.

14. Consider approval of Subcontractor Agreement between The Cornerstone Resource Center and Prowers County Department of Human Services for the purposes of administering the Promoting Safe and Stable Families programming in Prowers, Kiowa and Baca County through September 30, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Agreement.

15. Consider approval of First Amendment to the Colorado Retirement Association (CRA) Retirement and Trust Agreement (Amended and Restated effective as of January 1, 2020) for updated selections and amendments to the Participation Agreements.

16. Consider approval of Grant Agreement for CTE Funding in the amount of $104,478.00 for the purpose of expansion of public transportation services and there is no local match required and authorizing all the Commissioners to execute the Agreement electronically.

17. Consider approval of Credit Card Authorization form changing the credit limit of the Welcome Home – Prowers County credit card from $5,000 to $6,000 to accommodate rising grocery costs.

18. Consider approval of Credit Card Authorization request for Anne-Marie Crampton, Tobacco Program Manager, in the amount of $1,500.00 and cancellation of credit card authorization of separated employee Courtney Neuhold.

19. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for the Colorado Jr. Rodeo Association. The event was previously scheduled for July 8–11, 2027, but a scheduling conflict with the Junior Nationals Rodeo Finals requires a date change to July 28 – August 1, 2027.

20. Consider approval of SIPA Virtu Quote year 2 of 3 in the amount of $12,404.07.

21. Consider ratifying 9/28/2026 approval of payment payroll, payroll bills and bills presented for County General Fund in the amount of $1,066,098.17, DHS/WHC in the amount of $283,667.81 and H3C in the amount of $146,722.07 with a certification date of 9/29/2026.

22. Consider approval of 2027 Region VI Lower Arkansas Valley Area Agency on Aging Agreement for annual funding.

23. Consider approval of credit card authorizations for Sheriff's Office employees Elijah Wade and Shayanne Franco with new cards with a limit of $1,000 and cancellation of credit card authorization of separated employee Lilly Hicks.

24. Consider approval of a pilot project for the Hotline County Connection Center with Beam Up US Inc. in the amount of $5,000 effective November 1, 2026 for 90 days and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.

25. Consider ratifying 9-30-2026 e-mail poll approval of a Road Use Agreement between Prowers County and Clay Creek, LLC, and authorizing the use of Chairman Roger Stagner's signature stamp.

26. Consider approval of a Letter of Support sent to Bert Frost, Regional Director National Park Service for the reconstruction / rehabilitation option for Bent's Fort National Park Service Project.

27. Consider approval of appointing one (1) member to the Prowers County Lodging Tax Tourism Panel, to fill the remaining term, to expire December 2027 to expire.

28. Consider approval of a Letter of Support to Colorado Division of Housing for Stephanie Gonzales, Southeast Colorado Enterprise Development (SECED), Southeast Colorado Regional Housing Authority (SECRHA), and Department of Local Affairs (DOLA) regarding Prop 123 SFOO Housing Rehab Program.

29. Consider approval of Credit Card Authorization Request for Anthony Letteer, PAT'S Department, limit increase to $3,500.00.

30. Consider approval of Resolution for Exemption from Audit Application for the Town of Hartman Years 2021, 2022, 2023, 2024 and 2025.

EXECUTIVE SESSION

- Executive Session Pursuant to C.R.S § 24-6-402(4)(e) Discuss positions relative to matters that may be subject to negotiations, develop strategies for negotiations, and instruct negotiators regarding regional water issues.

- 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: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/21/26

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of Contract Amendment #1 between the Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support and Prowers County Department of Human Service for SFY 2027 in the amount of $649,255.20 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the contract electronically.

Justification or Background: The purpose of this Contract is CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program. The purpose of this Amendment #1 is to establish the funding allocation for State Fiscal Year 2027 (SFY27) to the County.

Fiscal Impact: This awards the county $649,225.20 in TANF funds.

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

Approved by the County Attorney on: 9-22-2026

Additional Approvals (if required):

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

THANK YOU!

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

Contract Amendment #1

Signature and Cover Page

State Agency
Colorado Department of Human Services
Office of Economic Security
Division of Economic and Workforce Support

Contractor
Prowers County

Current Contract Maximum Amount

Initial Term
State Fiscal Year 2027 $649,255.20

Extension Terms
None

Total for All State Fiscal Years $649,255.20

Original Contract Number
27 IHGA 206254

Amendment Contract Number
27 IHGA 210963

Contract Performance Beginning Date
July 1, 2026

Current Contract Expiration Date
June 30, 2027

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

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

Contractor	**State of Colorado**
Prowers County	Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Lanie Meyers-Mireles, Director	By: Shelley Banker, Director Office of Economic Security
Date: _____	Date: _____
[2nd State or Contractor Signature if Needed]	
By: [Name & Title of Person Signing for Signatory]	
Date: _____	

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date:_____

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

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

4. Purpose

The purpose of this Contract is CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

The purpose of this Amendment #1 is to establish the funding allocation for State Fiscal Year 2027 (SFY27) to the County.

5. Modifications

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

A. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
B. Exhibit B, Budget, is hereby deleted and replaced with Exhibit B-1, Budget.

C. Exhibit C, Supplemental Provisions for Federal Awards, is hereby deleted and replaced with Exhibit C-1, Supplemental Provisions for Federal Awards.

6. Limits Of Effect and Order of Precedence

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

Exhibit B-1 - Budget

July 1, 2026 - June 30, 2027

Participating County / Entity	Allocations
Adams	$19,041,719.40
Alamosa	$829,898.48
Arapahoe	$17,990,024.56
Archuleta	$312,457.02
Baca	$195,190.44
Bent	$271,858.30
Boulder	$5,311,805.76
Broomfield	$817,083.21
Chaffee	$473,754.59
Cheyenne	$56,767.00
Clear Creek	$118,506.43
Conejos	$333,302.42
Costilla	$301,754.49
Crowley	$244,215.90
Custer	$106,338.40
Delta	$744,051.10
Denver	$27,954,928.13
Dolores	$69,239.00
Douglas	$2,437,771.23
Eagle	$639,124.68
El Paso	$20,081,435.35
Elbert	$337,326.37
Fremont	$1,458,604.72
Garfield	$1,275,249.57
Gilpin	$97,920.28
Grand	$141,790.03
Gunnison	$270,202.82
Hinsdale	$23,698.00
Huerfano	$375,058.64
Jackson	$64,419.00
Jefferson	$9,213,345.37
Kiowa	$79,466.00
Kit Carson	$205,636.02
La Plata	$1,223,592.74
Lake	$201,349.59
Larimer	$7,203,330.66
Las Animas	$639,077.85
Lincoln	$145,950.55
Logan	$788,764.79
Mesa	$4,128,533.21
Mineral	$13,979.00
Moffat	$324,777.59
Montezuma	$1,059,194.44
Montrose	$1,137,407.24
Morgan	$1,152,317.65
Otero	$960,862.23
Ouray	$63,069.00
Park	$299,067.58
Phillips	$104,029.05
Pitkin	$96,964.83
Prowers	$649,255.20
Pueblo	$8,904,670.49
Rio Blanco	$153,181.24
Rio Grande	$481,009.59
Routt	$187,569.80
Saguache	$294,335.21
San Juan	$44,697.00
San Miguel	$97,065.00
Sedgwick	$126,304.25
Summit	$290,744.71
Teller	$505,144.51
Washington	$142,989.02
Weld	$10,220,029.42
Yuma	$302,400.86

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

Exhibit C-1 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Prowers County**
   ii. Subrecipient Unique Entity ID number: **Y8C4HSXY95M6**
   iii. The Federal Award Identification Number (FAIN) is **2601COTANF**
   iv. The Federal award date is **February 20, 2026**
   v. The subaward period of performance start date is **July 1, 2026,** and end date is **June 30, 2027**
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
SFY27	$ 649,255.20	$ 649,255.20	$ 649,255.20

   vii. Federal award project description: **Temporary Assistance for Needy Families (TANF)**
   viii. The name of the Federal awarding agency is **Administration for Children and Families & US Department of the Treasury** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Trang Le, Grants Management Officer, DHHS Payment Management System, Post Office Box 6021, Rockville, MD 20852; 1-877-614-5533; US Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington, D.C. 20220**

ix. The Catalog of Federal Domestic Assistance (CFDA) number is if applicable, **93.558**, name is **TANF** and dollar amount is **$2,215,864.08**.

x. This award **is not** for research & development

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Statement of Work.**

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Statement of Work.**

4) Subrecipient's approved indirect cost rate is **15%.**

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **60** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds.**

i. Subrecipient is not required to provide matching funds.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

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

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

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

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

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

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

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

1.1.1.2 Award ***does not*** include:

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

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

1.1.1.2.3 Any award classified for security purposes; or

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

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

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

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

1.1.5 "Entity" means:

1.1.5.1 If the source of the funding is a Grant:

1.1.5.1.1 a Non-Federal Entity; or

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

1.1.5.2 If the source of funding is not a Grant:

1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.2.3 a foreign public entity;

1.1.5.2.4 a domestic or foreign non-profit organization;

1.1.5.2.5 a domestic or foreign for-profit organization; and

1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6 "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7 If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8 "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9 "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10 If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11 "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.

1.1.12 "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13 "Nonprofit Organization" means any organization that:

1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2 Is not organized primarily for profit;

1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization's operations; and

1.1.13.4 Is not an IHE.

1.1.14 "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15 "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

1.1.16 "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17 "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

1.1.18 "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

1.1.19 "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20 "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21 "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

1.1.22 "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23 "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in

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

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

2. Compliance.

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

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

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

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

4. Total Compensation.

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

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

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

4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2 $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

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

6. Effective Date and Dollar Threshold for Reporting.

6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as

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

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

7. Subrecipient Reporting Requirements.

7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.2 To SAM. A Subrecipient shall report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

- 7.2.1 Subrecipient UEI Number;
- 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 7.2.3 Subrecipient parent's organization UEI Number;
- 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

- 7.3.1 Subrecipient's UEI Number as registered in SAM.
- 7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

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

8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials

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

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

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

10.1 If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

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

10.3 Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

11. Contract/Grant Provisions for Subrecipient Contracts.

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

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

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

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

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

11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.9 Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

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

12. Certifications.

12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2 A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

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

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

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

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

14.2.3 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

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

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

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

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

Exhibit End

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel, Land Use Administration

Submitted to the County Administration Office on: 9/23/26

Return Originals to: Admin

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of correcting the following underground utility permits numbers 993-944 for American Engineering Testing that was previously approved on 9-22-26, to new Permit No. / Road = 993/CR12, 994/CR16, 995/CR19, 996/CR21, 997/CR22, 998/CR-A, 999/CR-J, 1000/CR-K, 1001/CR-M, 1002/CR-N, 1003/CR-P, 1004/CR-R

Justification or Background:

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

County: $ +7,950.00 Federal: $_____ State: $_____ Other: $_____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 9-23-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date: 11/30/26

Item Title/Recommended Board Action:

Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for 2027 County Lodging Tax Collections.

Justification or Background:

Annual MOU for Control of Confidential Data re: County Lodging Tax

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 _____

DR 0006 (10/02/20)
COLORADO DEPARTMENT OF REVENUE
Local Government Support, Room 203
P.O. Box 17087
Denver CO 80217-0087

Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/ county/special district (hereafter referred to as "Jurisdiction")

of Prowers County (County Lodging Tax) appoints

(Name) Jana Coen (Title) Prowers County Clerk, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of Prowers County	Date 10-13-2026
Jurisdiction Mailing Address 301 S. Main St, Ste. 210, Lamar CO 81052	Appointee Phone Number 719-336-8011
Appointee Name** Jana Coen	Title Prowers County Clerk
Appointee Signature Jana Coen	Appointee Email *** jcoen@prowerscounty.net
Name of Chief Administrative Officer or Designee* Roger Stagner	Title Chairman, Board of County Commissioners
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email rstagner@prowerscounty.net
Department of Revenue Approval	
By	Title Deputy Executive Director

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

*** Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 9-23-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date: 11/30/26

Item Title/Recommended Board Action:

Consider approval of a Memorandum of Understanding for Control of Confidential Data from the Colorado Department of Revenue and appointing Jana Coen, Prowers County Clerk to receive the Confidential Data Information for 2027 County Sales/Use Tax Collections.

Justification or Background:

Annual MOU for Control of Confidential Data re: County Sales/Use Tax

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 _____

DR 0006 (10/02/20)
COLORADO DEPARTMENT OF REVENUE
Local Government Support, Room 203
P.O. Box 17087
Denver CO 80217-0087

Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/ county/special district (hereafter referred to as "Jurisdiction")

of Prowers County (County Sales/Use Tax) appoints

(Name) Jana Coen (Title) Prowers County Clerk, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of Prowers County	Date 10-13-2026
Jurisdiction Mailing Address 301 S. Main St, Ste. 210, Lamar CO 81052	Appointee Phone Number 719-336-8011
Appointee Name** Jana Coen	Title Prowers County Clerk
Appointee Signature Jana Coen	Appointee Email *** jcoen@prowerscounty.net
Name of Chief Administrative Officer or Designee* Roger Stagner	Title Chairman, Board of County Commissioners
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email rstagner@prowerscounty.net
Department of Revenue Approval	
By	Title Deputy Executive Director

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.

** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.

*** Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/16/26

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 State of Colorado Intergovernmental Agreement Modification Intergovernmental Agreement Amendment #1 between the Department of Health Care Policy and Financing and Prowers County Department of Human Services in the amount of $68,769.40 for SFYs 2026 and 2027and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.

Justification or Background: The purpose of this Contract is to create performance-based benchmarks and deliverables for County departments of human and social services to achieve certain performance standards related to Medicaid eligibility work. The purpose of this Amendment is to update the rates, add an Exhibit for the MAP Dashboard Renewal Measures, and update the SOW to reflect the change in incentive categories.

Fiscal Impact:

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

Approved by the County Attorney on: 9-16-2026

Additional Approvals (if required):

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

THANK YOU!

Docusign Envelope ID: 49879860-BA8E-8C42-81F1-E5B93C8B971C

State of Colorado Intergovernmental Agreement Modification
Intergovernmental Agreement Amendment #1

State Agency
Department of Health Care Policy and Financing

Contractor
Prowers County

Original Contract Number
26-198135

Amendment Contract Number
26-198135A1

Contract Performance Beginning Date
July 22, 2025

Current Contract Expiration Date
June 30, 2027

Current Contract Maximum Amount

Initial Term	
State Fiscal Year 2026	$36,006.42
Extension Terms	
State Fiscal Year 2027	$32,762.98
State Fiscal Year 2028	$0.00
State Fiscal Year 2029	$0.00
State Fiscal Year 2030	$0.00
Total for all State Fiscal Years	**$68,769.40**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Prowers County

Name: Lanie Meyers-Mireles

Title: Director Department of Human Services

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing

Name: _____

Title: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Name: _____

Title: _____

Amendment Effective Date:

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

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, whichever is later and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for County departments of human and social services to achieve certain performance standards related to Medicaid eligibility work. The purpose of this Amendment is to update the rates, add an Exhibit for the MAP Dashboard Renewal Measures, and update the SOW to reflect the change in incentive categories.

5. Modifications

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

C. 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.

D. 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.

E. Exhibit A, Statement of Work, shall be deleted in its entirety and replaced with Exhibit A-1, Statement of Work, attached hereto and incorporated by reference into the Contract. All references to Exhibit A shall now be deemed to reference Exhibit A-1.

F. Exhibit B, Rates, shall be deleted in its entirety and replaced with Exhibit B-1, Rates, attached hereto and incorporated by reference into the Contract. All references to Exhibit B shall now be deemed to reference Exhibit B-1.

G. Exhibit G, MAP Dashboard Renewal Measures, shall be added to the Contract and is incorporated into and made part of this Contract.

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.

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EXHIBIT A-1, STATEMENT OF WORK

1. PROJECT SPECIFIC TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding project specific acronyms, abbreviations, and terminology used throughout this document. See Exhibit C, Terminology for additional definitions.

1.1.1. Applicant - An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.

1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and does not require a live agent.

1.1.3. Business Day - Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting Contractor; when Members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait-time and the number of abandoned calls. Call Centers can be as small as one Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.6. COGNOS/Decision Support System 01 (DSS01) - The Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.7. Colorado Benefits Management System (CBMS) - The State's eligibility determination system.

1.1.8. Colorado interChange (interChange) - The State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyze data related to those payments.

1.1.9. Corrective Action Plan (CAP) - A formal plan submitted by Contractor and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.10. County Administration website - The Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) - The accounting system utilized by Contractor to record expenditures against county administration funding for

Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program - A program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Contract.

1.1.13. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in Member circumstance.

1.1.14. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a Member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.

1.1.15. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.16. Exception - A contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.17. Exemption - A contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.18. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (https://hcpf.colorado.gov/memo-series).

1.1.19. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all Members.

1.1.20. Improvement Action Plan (IAP) - An informal plan submitted by Contractor to address non- compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.21. Key Performance Indicator - KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.22. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.

1.1.23. Management Decision Letter (MDL) - A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by

Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.24. MCC - Health First Colorado Member Contact Center.

1.1.25. Medical Assistance Performance (MAP) Dashboards - A graphic representation of essential information regarding performance measures, targets and Contractor's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.26. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.27. Performance Coaching Workbook - A tool provided by the Department to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.28. Program for the All-Inclusive Care for the Elderly (PACE) - Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.29. PuMP - A Performance Measurement Process developed by Stacey Barr.

1.1.30. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.31. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.32. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.33. Status Report - A communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.34. Tableau - An interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and Contractor's actual performance.

1.1.35. Target - A specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.36. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.37. Timely Disenrollment - Processing a change in a Member's circumstance resulting in disenrollment within 15 Calendar Days.

1.1.38. Untimely Determination - Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.39. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's County, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's County, the Department will utilize the MAP 2.0 Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP 2.0 Dashboards.

3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's County, the Department may utilize data from the Colorado interChange system.

3.1.3. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP 2.0 Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.4. Contractor shall utilize policy, operational, and informational guidance provided in this Statement of Work, and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.

3.1.5. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county Call Center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts, or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Contract.

3.2.3. If additional guidance or Contract clarification is needed, the Department may release additional guidance to Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from Contractor including, but not limited to, the following:

3.2.4.1. Any and all documentation generated by various software and/or systems.

3.2.4.2. Written policies and procedures.

3.2.4.3. Standard operating procedures.

3.2.4.4. Internal directives and/or communications to staff related to processing or performance guidelines

3.2.5. If the Department requests any documentation outlined above, Contractor shall respond within five Business Days commencing the day following the issuance date of the request. If, for reasons outside of Contractor's control, Contractor is unable to respond within the five Business Days, Contractor will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. Contractor must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.5.1. The Department reserves the right to extend the deadline or to deny the request for an extension.

4. MEDICAID COUNTY PERFORMANCE STANDARDS PROGRAM

4.1. In State Fiscal Year (SFY) 2026-2027, the Medicaid County Performance Standards Program shall be one incentive category: the Performance Compliance Performance Incentive Standard.

4.2. The following sections provide a detailed breakdown of the percentage weight assigned to each standard, as well as the associated performance targets and deliverables required to achieve the corresponding portion of the Eligible Earnings:

4.2.1. Performance Compliance Performance Incentives Standard

4.2.1.1. Contractor has the ability to earn Performance Compliance Performance Incentive Standard Payments to reimburse a portion of cost sharing as described under the County Determinations section, by meeting targets, and/or deliverables as outlined in each Performance Compliance Performance Incentive Standard.

4.2.1.2. Performance Compliance Performance Incentive Standard

4.2.1.2.1. Contractor shall be eligible to earn the Performance Compliance Incentive Payment upon meeting the Performance Compliance Targets, Accuracy Targets, Customer Service Tier One Target, and Tier Two Deliverable at the conclusion of the First and Second Reporting Periods.

4.2.1.2.2. Contractor may earn a Performance Compliance Incentive Payment for Reporting Period 1 if Contractor meets four of the six Performance Standards of the following Targets:

4.2.1.2.2.1. Application Timeliness of Determinations: 45 Calendar Days

4.2.1.2.2.2. Application Timeliness of Determinations: 90 Calendar Days

4.2.1.2.2.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations

4.2.1.2.2.4. Pending EPG: 90 Determinations

4.2.1.2.2.5. Renewal Timeliness: NON-LTSS (Non-Long-Term Service and Support)

4.2.1.2.2.6. Pending EPG: Renewals NON-LTSS

4.2.1.2.3. Contractor may earn a Performance Compliance Incentive Payment for Reporting Period 2 if Contractor meets seven of the nine Performance Standards of the following Targets:

4.2.1.2.3.1. Application Timeliness of Determinations: 45 Calendar Days

4.2.1.2.3.2. Application Timeliness of Determinations: 90 Calendar Days

4.2.1.2.3.3. Pending EPG: 45 Determinations

4.2.1.2.3.4. Pending EPG: 90 Determinations

4.2.1.2.3.5. Renewal Timeliness: NON-LTSS

4.2.1.2.3.6. Pending EPG: Renewals NON-LTSS

4.2.1.2.3.7. Accuracy: Incorrect Eligibility Determination Rate

4.2.1.2.3.8. Accuracy: Errors That Did Not Impact Eligibility Rate

4.2.1.2.3.9. Customer Service Tier 1: Average Speed to Answer (ASA) Target at 5 minutes

4.2.1.2.3.10. Customer Service Tier 2: Contractor shall create or update its Customer Service Plan in accordance with the requirements set forth in this Contract.

4.2.1.3. Department Monitoring of MAP 2.0 Dashboards

4.2.1.3.1. The Department updates the MAP 2.0 Dashboards monthly, which are accessible to Contractor through the MAP 2.0 Dashboard Tableau site, MAP Tableau.

4.2.1.3.2. If the Department determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.2.1.3.3. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

4.2.1.4. Contractor Monitoring of MAP 2.0 Dashboards

4.2.1.4.1. Contractor shall monitor the monthly published MAP 2.0 Dashboards to ensure targets are met. The Department will utilize the MAP 2.0 Applications Dashboard to determine compliance with timeliness targets.

4.2.1.4.2. The MAP 2.0 Applications Dashboard data will be updated on the 3rd of each month and after the end of the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.

4.2.1.4.3. Contractor shall designate Contractor staff to be MAP 2.0 Dashboard performance owners. Performance owners will have access to the MAP 2.0 Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. Contractor shall use the MAP 2.0 Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.2.1.4.4. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

4.2.1.5. Determining Compliance with Performance Compliance Performance Incentives Standard

4.2.1.5.1. Timeliness of Determinations

4.2.1.5.1.1. Application Timeliness of Determinations, 45 Calendar Days

4.2.1.5.1.1.1. Contractor shall complete at least 95% of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations.

4.2.1.5.1.1.1.1. The Department will calculate Application 45 Timeliness (45 Calendar Days) for the First and Second Reporting Periods by dividing the total number of Timely Application 45 Determinations completed by the Contractor within each Reporting Period by the total number of Application 45 Determinations completed by Contractor during the same Reporting Period. The resulting percentage for Status Reports One and Two shall be rounded to two decimal places. Application Timeliness of Determinations, 90 Calendar Days

4.2.1.5.1.2. Contractor shall complete at least 95% of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.

4.2.1.5.1.2.1. The Department will calculate Application 90 Timeliness (90 Calendar Days) for the First and Second Reporting Periods by dividing the total number of Timely Application 90 Determinations completed by Contractor within each Reporting Period by the total number of Application 90 Determinations completed by the Contractor during the same Reporting Period. The resulting percentage for Status Reports One and Two shall be rounded to two decimal places. Timeliness of Renewals

4.2.1.5.1.3. Contractor shall complete at least 95% of Renewals Non-LTSS as Timely Renewals as defined in this Contract.

4.2.1.5.1.3.1. The Department will total all Timely Non-LTSS Renewals Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status report one and two. The Department will round these calculated percentages to two decimal places.

4.2.1.5.1.4. The Department will utilize the MAP 2.0 Renewals Dashboards to determine compliance with timeliness targets.

4.2.1.5.1.5. The MAP 2.0 Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.

4.2.1.5.2. Pending EPG Determinations and Renewals

4.2.1.5.2.1. Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewal Non-LTSS for the First and Second Reporting Periods and dividing that total by the number of months in the Reporting Period. Contractor must be at or below the targets specified below:

4.2.1.5.2.1.1. Contractor Targets Pending EPG Table

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.2.1.5.2.1.2. To determine the Pending EPG Determinations and EPG Renewal Non-LTSS average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Periods and divide by the number of months in the Reporting Period.

4.2.1.5.2.1.3. The MAP 2.0 Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for

the First Reporting and Second Reporting Periods. The Department will round the Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS averages to the nearest whole number.

4.2.1.5.2.2. Accuracy Performance Measures: Sample Size exceptions for Small County If Contractor processes a total of 100 or fewer 45-Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had 10 or fewer Untimely Determinations during that Reporting Period.

4.2.1.5.2.3. If Contractor processes a total of 10 or fewer 90 -Day Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 - Day Determinations percentage target so long as they had four or fewer Untimely Determinations during that Reporting Period.

4.2.1.5.2.4. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, and EPG Renewal Non-LTSS measures.

4.2.1.5.3. Accuracy Compliance and Targets

4.2.1.5.3.1. The intent of the Accuracy performance standards are to ensure the Contractor, as delegated entities of the Department, comply with the federally required Payment Error Rate Measurement (PERM) process and error rates. PERM determines federal disallowance for eligibility error rates above the 3.0% federal standard. As delegated entities, the Contractor must make every effort to ensure their Contractor-specific error rate is at or below the 3.0% federal standard, regardless of the specific Accuracy performance standards included in this contract amendment.

4.2.1.5.3.2. Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.2.1.5.3.3. Tier 1 target percentage: Contractors with 20 or more cumulative quality assurance case reviews conducted over a 12-month period. This is the target reported on the MAP 2.0 Accuracy Dashboard.

4.2.1.5.3.4. Tier 2 target percentage: Contractors with fewer than 20 cumulative quality assurance case reviews conducted over a 12-month period. This is not reported on the MAP 2.0 Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.5.3.5. Based on EQA sampling, large Contractors will exceed 20 cumulative quality assurance reviews over the 12-month period, resulting in no Tier 2 target for large counties.

4.2.1.5.3.6. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.5.3.6.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals who were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample percent, monthly (includes applications, redeterminations, and case changes).

4.2.1.5.3.6.2. Target Percentages for Incorrect Eligibility Determination Rate determined by Quality Assurance Team at the State Department (this is not PERM)

County Size	Tier 1 Target %	Tier 2 Target %
Large	≤ 5.5%	N/A
Medium	≤6.6%	≤13.2%
Small	≤7.3%	≤14.6%

4.2.1.5.3.7. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.5.3.7.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.2.1.5.3.7.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate determined by Quality Assurance Team at the State Department (this is not PERM)

County Size	Tier 1 Target %	Tier 2 Target %
Large	≤17.9%	NA
Medium	≤20.9%	≤23.2%
Small	≤23.2%	≤27.2%

4.2.1.5.4. HCPF EQA Program and MAP 2.0 Accuracy Dashboard.

4.2.1.5.4.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state Quality Assurance (QA) case review process.

4.2.1.5.4.1.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.

4.2.1.5.4.1.1.2. Contractor must respond to documentation requests and error findings within 10 Business Days of the request to ensure EQA case reviews are completed in a timely manner.

4.2.1.5.4.1.1.3. Contractor must respond to the Department's EQA case review error findings by using one of two options: 1) Agree/Concur or 2) Disagree/Rebut within 10 Business Days.

4.2.1.5.4.1.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall

disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.5.4.1.1.5. The Department will utilize the MAP 2.0 Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

4.2.1.5.5. Determining Compliance with the Accuracy portion of the Performance Compliance Performance Incentives Standards

4.2.1.5.5.1. The MAP 2.0 Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the SFY. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent 12 consecutive months of cumulative MAP 2.0 Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The 12 consecutive months of MAP 2.0 Accuracy data may extend outside of the timeframe of each SFY.

4.2.1.5.5.2. The Department will use Contractor's final actual performance on the MAP 2.0 Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the SFY to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one decimal place and will not be rounded.

4.2.1.6. Review Sample Size Exemptions

4.2.1.6.1. If Contractor has a review sample size, performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.6.1.1. Contractor with 20 or fewer quality assurance case reviews in the 12 consecutive months of MAP 2.0 Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Targets may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.

4.2.1.6.1.2. Determining Targets Percentage for Potential Review Sample Size Exemptions

4.2.1.6.1.2.1. The Department will have two separate tiers with different target percentages for the Accuracy Targets:

4.2.1.6.1.2.1.1. Tier 1 target percentage: Contractor with 20 or more quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.1.2.1.2. Tier 2 target percentage: Contractor with fewer than 20 quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.1.2.2. Review Sample Size Exemption Process

4.2.1.6.1.2.2.1. The Department will follow Exhibit D, Review Sample Size Exemption Process Flow.

4.2.1.6.1.2.3. Definition of Similar Error(s)

4.2.1.6.1.2.3.1. The MAP 2.0 Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.1.2.3.2. If Contractor meets only one target with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.1.2.3.3. Contractor that does not meet both targets with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.

4.2.1.6.1.2.4. Notification of Review Sample Size Exemption

4.2.1.6.1.2.4.1. If Contractor does not meet the Accuracy Targets Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.1.2.4.2. If Contractor does not meet the Accuracy Targets but qualifies for the exemption process, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.1.2.4.3. If Contractor qualifies for the Review Sample Size Exemption Process, the Department will review previously submitted documentation from Contractor based on their MAP Accuracy Dashboard and may request additional documentation.

4.2.1.6.1.2.4.4. Contractor shall submit any additional documentation requested for the exemption process, using the MAP exemption process, following Status Report Period 2. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment.

4.2.1.6.1.3. Contractor Customer Service Tier 1 and 2, Call Center Target, and Tier 2 Deliverable

4.2.1.6.1.3.1. Contractor has been operating within Customer Service Tier 1 or Tier 2 and shall continue to do so during Fiscal Year 2026-27. The Customer Service Tier shall determine which Customer Service Targets and/or Deliverables Contractor must meet or submit in order to earn a Performance Compliance Incentive Payment for status report 2.

4.2.1.6.2. Customer Service Tier 1

4.2.1.6.2.1. If Contractor is in Customer Service Tier 1, Contractor shall be required to meet the ASA Target.

4.2.1.6.2.2. If Contractor is classified as Tier 1, Contractor is understood to have an active Call Center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time, and the number of abandoned calls.

4.2.1.6.2.3. If Contractor is classified as Tier 1, Contractor shall complete each of the following target and deliverable to earn a Customer Service Performance Incentive Payment:

4.2.1.6.2.3.1. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.

4.2.1.6.2.3.1.1. Monthly reporting will be due on the 7th of each month and sent electronically to the County Relations website provided by the Department.

4.2.1.6.2.3.1.1.1. DELIVERABLE: Monthly Call Center Report

4.2.1.6.2.3.1.1.2. DUE: No later than the 7th of each month after the month being reported

4.2.1.6.2.3.2. Meet and/or exceed the five-minute ASA target by the Second Semi-Annual Due Date, June 7th of each SFY.

4.2.1.6.2.4. The ASA performance target shall be calculated as an average over either the six-month period from January to June of each SFY or the 12-month period from July to June of each SFY.

4.2.1.6.3. Customer Service Tier 2

4.2.1.6.3.1. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a Call Center is cost-prohibitive or not supportable under existing funding or staffing allocations.

4.2.1.6.3.2. Tier 2 Deliverable: Contractor shall submit a Customer Service Plan. The Customer Service Plan will include data on the process and/or procedures used by Contractor to address how Applicants and Members will have access to eligibility and enrollment services provided by the County Department. The Customer Service Plan requirements are determined by the Department. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.2.1.6.3.3. Expectations for completing this plan will be provided in the HCPF Memo Series.

4.2.1.6.3.3.1. DELIVERABLE: Customer Service Plan

4.2.1.6.3.3.2. DUE: No later than April 30th of each SFY

4.2.1.6.3.3.2.1. TARGET: four out of the following six targets are met for Reporting Period 1.

4.2.1.6.3.3.2.1.1. ≥ 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 45 Days.

4.2.1.6.3.3.2.1.2. ≥ 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 90 Days.

4.2.1.6.3.3.2.1.3. ≥ 95% timeliness average over the First Reporting Period for Renewal Non-LTSS Timeliness.

4.2.1.6.3.3.2.1.4. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.2.1.6.3.3.2.1.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.2.1.6.3.3.2.1.6. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.2.1.6.3.3.2.1.7. Applications 90 days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.2.1.6.3.3.2.1.8. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.2.1.6.3.3.2.2. TARGET: seven out of the following nine targets are met in the Second Reporting Period:

4.2.1.6.3.3.2.2.1. ≥ 95% timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.2.1.6.3.3.2.2.2. ≥ 95% timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.2.1.6.3.3.2.2.3. ≥ 95% timeliness average over the Second Reporting Period for Renewal Non-LTSS Timeliness.

4.2.1.6.3.3.2.2.4. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.2.1.6.3.3.2.2.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.2.1.6.3.3.2.2.6. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.2.1.6.3.3.2.2.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.2.1.6.3.3.2.2.8. ≤ Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.2.1.6.3.3.2.2.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.2.1.6.3.3.2.2.10. Accuracy Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	≤5.5%	N/A
Medium	≤6.6%	≤13.2%
Small	≤7.3%	≤14.6%

4.2.1.6.3.3.2.2.11. Accuracy Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	≤17.9%	N/A
Medium	≤20.96%	≤23.2%
Small	≤23.2%	≤27.2%

Customer Service Tier 1: ASA 5 minutes

County Size	ASA Target
Tier 1	5 minutes

4.2.1.6.3.3.2.2.12. Customer Service Tier 2: Update or create Customer Service Plan

4.2.1.6.3.3.2.2.13. Exemptions for Unusual Circumstances

4.2.1.6.3.3.2.2.14. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets and/or failure to meet Pending EPG Determinations and Renewal targets.

4.2.1.6.3.3.2.2.15. The exemption process for unusual circumstances.

4.2.1.6.4. To earn the full Performance Compliance Performance Incentive Standard Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 26-27. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report will be considered met, partial earnings will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Standard Payment will constitute 100% of the total amount available for this Contract

5. EXEMPTIONS

5.1. Contractor may request an exemption for unusual circumstances pertaining to specific measures within this Contract by following the procedure outlined in this section.

5.1.1. Following the Department's review of Contractor's request, a partial payment of the applicable County Incentive may be made at the Department's sole discretion. Such partial payment shall not be subject to exemption requests or disputes. The Department's decision on partial payment is final in addition to any County Incentive Payments made based on the Department's determination.

5.1.2. Definition of Unusual Circumstances

5.1.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and directly result in the failure to act in accordance with or meet the requirements of the specific Medicaid County Performance Standards Program.

5.1.2.1.1. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

5.1.2.1.2. Unusual circumstances shall not include situations where Contractor had direct knowledge of, or control over, the circumstances, including instances where Contractor's clear and demonstrated failure to act in accordance with, or meet, the requirements of the specific Medicaid County Performance Standards Program is evident.

5.1.2.1.3. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.

5.1.3. Process for Unusual Circumstances Exemption Requests

5.1.3.1. The process for Contractor to submit an exemption request shall be communicated through the HCPF Memo Series for each applicable Medicaid County Performance Standards Program.

5.1.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearly outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

5.1.3.3. General inquiries regarding unusual circumstances exemption requests should be directed to HCPF_MAPdashboards@state.co.us. To formally submit an exemption request, please follow the MAP 2.0 Exemption Request Process.

5.1.4. Department Review and Approval of Exemption Requests

5.1.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.

5.1.4.2. If the Department approves Contractor's unusual circumstances exemption request, Contractor shall receive a partial payment. Such partial payment shall correspond to the applicable Medicaid County Performance Standards Program for which the exemption request was approved by the Department.

5.1.4.3. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.

5.1.4.4. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

5.1.4.5. If the Department denies Contractor's unusual circumstances exemption request, the applicable County Incentive Payments issued shall be deemed final and shall not be subject to further dispute or appeal.

5.1.4.6. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Medicaid County Performance Standards Program.

5.1.5. Non-Allowable Exemption Reasons

5.1.5.1. The Department will deny unusual circumstances exemption requests that are one or more of the following:

5.1.5.1.1. Determined to be the fault of Contractor.

5.1.5.1.2. Unusual circumstances that did not exist.

5.1.5.1.3. Any exemption requests based on the following but not limited to the following:

5.1.5.1.3.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

5.1.5.1.3.2. Contractor failed to meet the contractually specified requirements related to the performance targets of an applicable Medicaid County Performance Standards Program for which an exemption request may be submitted.

5.1.5.1.3.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.

5.1.5.1.3.4. The Department's final determination regarding Contractor's exemption request(s) related to the Accuracy Performance Measures under the Performance Compliance Performance Incentive Standard shall be final.

5.1.5.1.3.5. Contractor's failure to use the MAP 2.0 Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

5.1.5.1.3.6. Contractor's failure to use EQA case review results for the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in this section.

5.1.5.1.4. Prior to denying an exemption, the Department may, at its discretion, request additional documentation from Contractor to determine whether the request for exemption meets the exemption standards described in the Exemptions section of this Contract.

5.1.5.2. Medicaid County Performance Standards Program - Eligibility for Unusual Circumstances Exemption Requests

5.1.5.2.1. Unusual circumstances exemption requests may be considered for any Medicaid County Performance Standards Program listed below, subject to the terms and conditions of this Contract and the applicable guidance issued by the Department.

5.1.5.2.1.1. Performance Compliance Performance Incentive Standard

6. NOTIFICATIONS

6.1. Following each Reporting Period, Contractor shall receive an Initial Status Report from the Department identifying the applicable County Incentives met, based on the targets or deliverables for that County Incentive.

6.1.1. Contractor's Reporting Period Status Report shall identify the applicable Medicaid County Performance Standards Programs that were met and those that were not met during the relevant Reporting Period. Funding amounts associated with these programs shall not be disclosed until the conclusion of the SFY.

6.1.2. If Contractor has multiple Reporting Periods within the SFY to meet any County Incentive, each Reporting Period Status Report shall be evaluated independently. The Final Status Report shall summarize the estimated final payment and eligible earnings based on Contractor's performance in meeting the applicable targets or deliverables for each Reporting Period.

6.1.3. Upon conclusion of the SFY, the Department will issue a Final Status Report to Contractor, specifying the County Incentives that were met and not met, and detailing the eligible earnings associated with each incentive earned by Contractor.

6.1.4. The Final Status Report shall be considered final and not subject to dispute. If Contractor disagreed with the Department's determination of compliance with this Contract for any applicable incentive, such dispute must have been raised in response to the applicable Reporting Period Status Report.

6.1.5. Each Reporting Period Status Report, as well as the Final Status Report, shall be submitted by the Department to the County Human/Social Services Director and shall serve as the official notification of Contractor's compliance with the targets and deliverables outlined in this Contract for each applicable incentive.

6.1.6. Status Reports for each Reporting Period will be sent within 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to Contractor will be considered the Status Report Date.

6.1.7. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or Final Status Reports, the Department will inform Contractor of the delay and an anticipated date of resolution during the 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or Final Status Reports.

6.1.8. The Final Status Report will be sent upon the Department's determination of final County Incentive Payment amounts.

6.2. Contractor will have the opportunity to dispute the Initial Status Report.

7. DISPUTE RESOLUTION

7.1. Opportunity and Timeframe for Dispute Resolution

7.1.1. In the event Contractor disagrees with the findings of the official notification as found in the Notifications section of this Contract, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

7.1.1.1. The Final Status Report cannot be disputed.

7.1.1.2. Contractor shall have a period of five Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

7.1.1.3. If Contractor fails to dispute the Reporting Period Status Report within five Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made , based on the results of the non-disputed Status Report.

7.1.2. Allowable Disputes

7.1.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

7.1.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor shall submit proof of submission. Contractor shall show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date.

7.1.2.1.2. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Medicaid County Performance Standards Program.

7.1.2.1.3. Contractor has available data, such as systems reports or other tracking methodologies, that conflict with the Department's available data that will be utilized to determine compliance with a Medicaid County Performance Standards Program.

7.1.2.1.4. Contractor shall be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.

7.1.2.1.5. The Department will make the final determination when a conflict of data occurs and will make the specific Medicaid County Performance Standards Program Payments based on its final determination.

7.1.2.1.6. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

7.1.2.1.7. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons is final and not subject to the Dispute Resolution process as outlined in this contract.

7.1.3. Non-Allowable Disputes

7.1.3.1. Contractor shall not be allowed to dispute the results of the Status Report based on the following reasons:

7.1.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

7.1.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Medicaid County Performance Standards Program.

7.1.3.1.3. Contractor's failure to review and utilize Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.

7.1.3.2. The Department's final determination of Contractor's exemption request(s) for the Accuracy Targets within the Performance Compliance Performance Incentive Program.

7.1.3.2.1. The Department reserves the right to deny a Contractor's appeal. The Department's determination is final and is not subject to dispute or appeal.

8. DELIVERABLES

8.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table below.

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Monthly Call Center Report	No later than the 7th of each month after the month being reported
Customer Service Plan	No later than April 30th of each SFY

9. COMPENSATION

9.1. County Incentive Payment

9.1.1. The Department will pay Contractor, after the end of the SFY in which the work was performed, County Incentive Payments for each Medicaid County Performance Standards Program met during the applicable Reporting Period as follows:

9.1.1.1. The Department will pay Contractor a Performance Compliance Performance Incentive Standard Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Compliance Performance Incentive Standard during the First and Second Reporting Period.

9.2. Remaining Funds Incentive Pool Payment

9.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.2.2. The Remaining Funds Incentive Pool shall include the following:

9.2.2.1. The total amount of all base County Incentive Payments allocated to any Contractor that opted out of participation in the Medicaid County Performance Standards Program for that SFY.

9.2.2.2. Each of the County Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

9.2.3. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.2.4. If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.2.5. The Remaining Funds Incentive Pool will be paid as follows:

9.2.5.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.2.5.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.2.5.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure.

9.3. Payment Procedures

9.3.1. Contractor shall receive County Incentive Payments at the end of the Second Reporting Period within 90 Calendar Days following the end of the SFY in which the Medicaid County Performance Standards Program were met. This allocation will reflect the maximum Contractor can earn for this Contract per Reporting Period.

9.3.2. If a Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned County Incentive Payments during the closeout process.

9.3.3. Actual County Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or SFY.

9.3.4. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.3.5. Contractor shall be paid the County Incentive Payments through the County Financial Management System (CFMS).

9.3.6. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractor's discretion.

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EXHIBIT B-1, RATES

1. State Fiscal Year 2026-27 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Performance Compliance Performance Incentive Payment	100%

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Exhibit G, MAP Dashboard Renewal Measures

1. SUMMARY

1.1. The Medical Assistance Performance (MAP) Dashboard Structured Query Logic (SQL) is managed by HCPF, and all updates or revisions are made in collaboration with county and Medical Assistance site representatives through the MAP Workgroup. Because this workgroup collectively reviews and approves any adjustments to the underlying logic, the SQL logic may change over time to reflect updated business needs, clarified policy, or operational improvements.

1.2. To ensure transparency, HCPF maintains a detailed log documenting every modification made to the MAP Dashboard SQL throughout the fiscal year. For this reason, the supporting documentation for the SQL structure is updated only once per state fiscal year, either after the close of the SFY cycle or when a newly created measure is released. At that point, all changes are consolidated and published in a single, comprehensive update.

2. RENEWAL TIMELINESS

2.1. Definitions

2.1.1. Renewal Timeliness, Non-LTSS - The purpose of this measure is to monitor the Eligibility Site's ability to authorize Non-LTSS renewals on time for members.

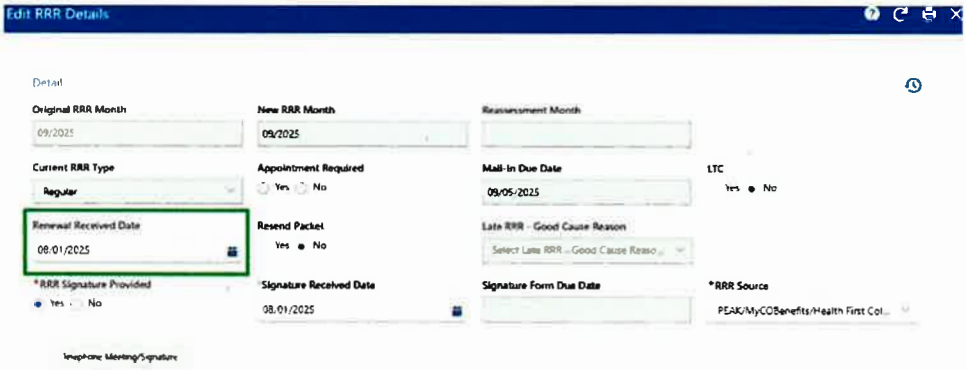
2.1.2. Renewal Timeliness, LTSS - The purpose of this measure is to monitor the Eligibility Site's ability to authorize LTSS renewals on time for members who are in the LTSS aid code category.

2.1.3. Long Term Services & Supports (LTSS) - LTSS aid codes as used to differentiate between LTSS & Non-LTSS processing guidelines refer to aid codes M0, M1, M2, M3, M4, M5, M6, M7, M8, M9, MA, MC, MD, MJ, MH, B3, and H5.

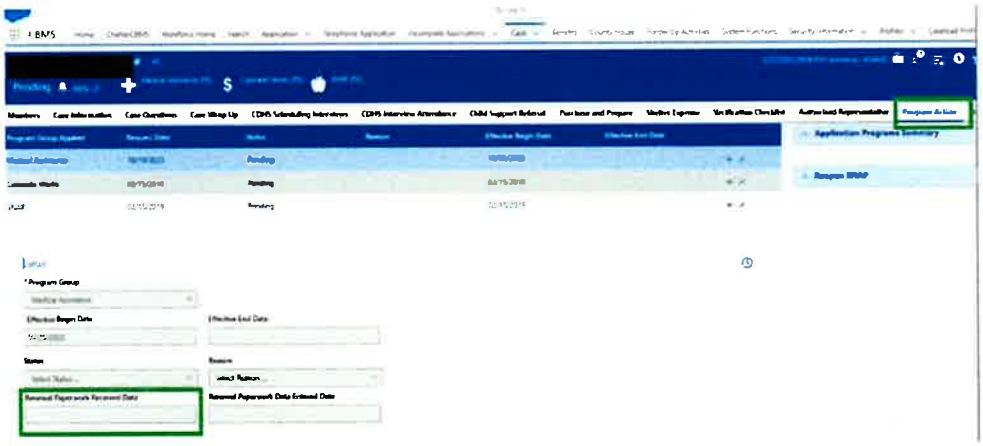
2.2. Foundational Logic

2.2.1. Relevant Data Fields in CBMS

2.2.1.1. Renewal Received Date (Begin RRR): Worker navigates to the case and Begins the RRR and edits the RRR Details page to enter the Renewal Received Date (Begin RRR) field.



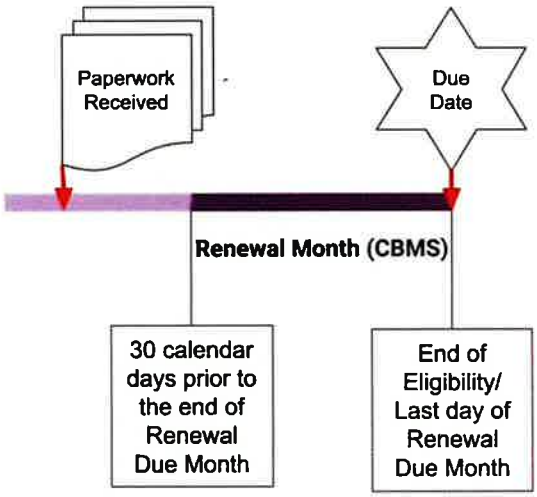
2.2.1.2. Renewal Paperwork Received Date (Program Action): Worker navigates to the case, and then the Program Action Screen and edits the MA program to enter the Renewal Paperwork Received Date (Program Action) field.



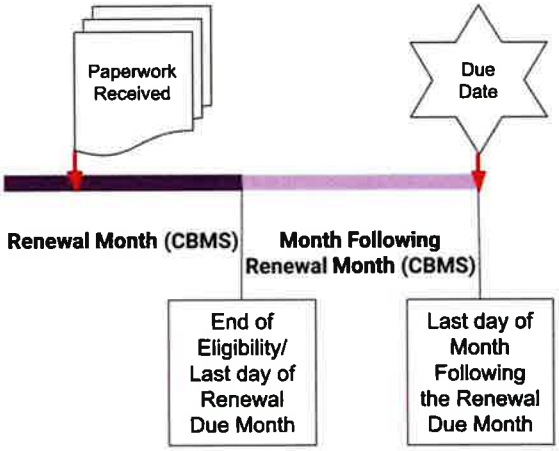
2.2.2. Calculating Timeliness

2.2.2.1. MAP sets a Timeliness Due Date for each member's renewal based on the two dates from CBMS shown in the section above.

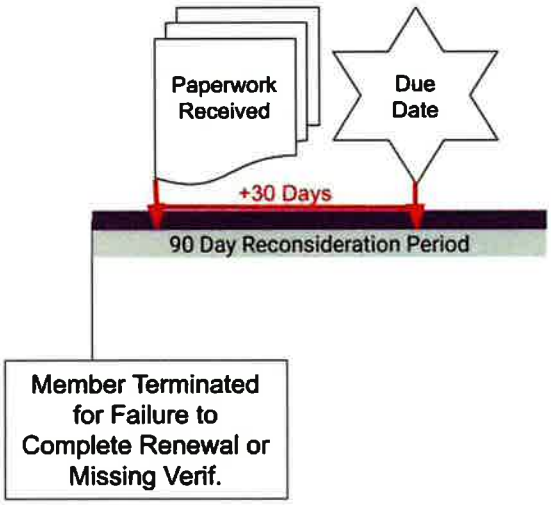
2.2.2.2. If the initial renewal paperwork is documented with a receipt date of MORE THAN 30 calendar days before the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be the last day of the Renewal Month shown in CBMS.



2.2.2.3. If the initial renewal paperwork is documented with a receipt date WITHIN 30 calendar days of the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be the last day of the month following the Renewal Month (CBMS).



2.2.2.4. If the initial renewal paperwork is documented with a receipt date AFTER the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be 30 calendar days AFTER the date the renewal paperwork was received. (*Note: The functionality of the Renewal Paperwork Received Date on the Program Action screen will not allow a date that occurs after the end of the Renewal Month shown in CBMS to be entered.)



2.2.2.5. The measure includes every member individually.

2.2.3. Determining Measure Category

2.2.3.1. Members who, at the time of renewal, fell into the aid codes of M0, M1, M2, M3, M4, M5, M6, M7, M8, M9, MA, MC, MD, MJ, MH, B3, or H5 are included in the Renewal Timeliness LTSS measure.

2.2.3.2. All remaining members are included in the Renewal Timeliness Non-LTSS measure.

2.2.4. Members Excluded from the Measure

2.2.4.1. Members who are marked in CBMS as not being in the home.

2.2.4.2. Members who are marked in CBMS as being ancillary to the case.

2.2.4.3. Members who are marked in CBMS as not requesting services.

2.2.4.4. Members whose renewal is in Generated Status on the date of the data pull.

2.2.5. Assigning Renewal to an Eligibility Site

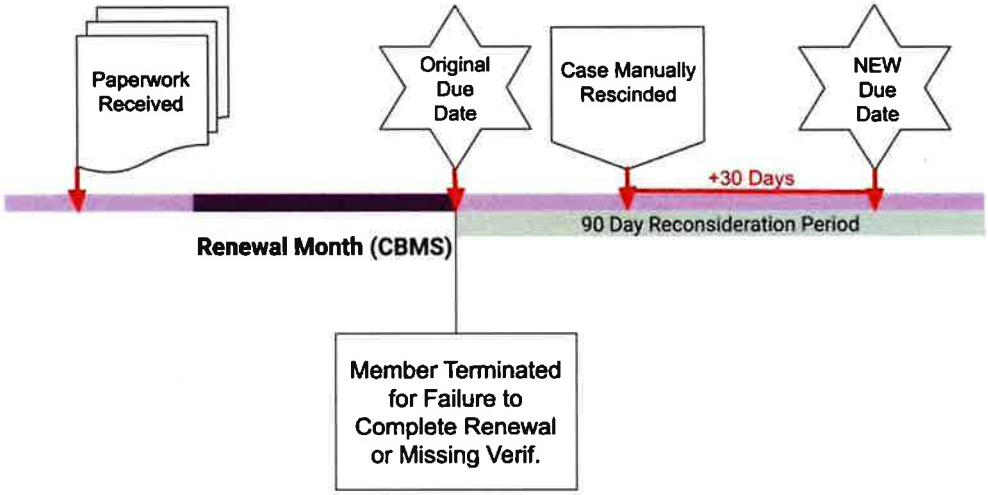
2.2.5.1. Renewals are assigned to a county or MA site based on the eligibility site of the user who authorized the renewal.

2.2.6. Removing Duplicates

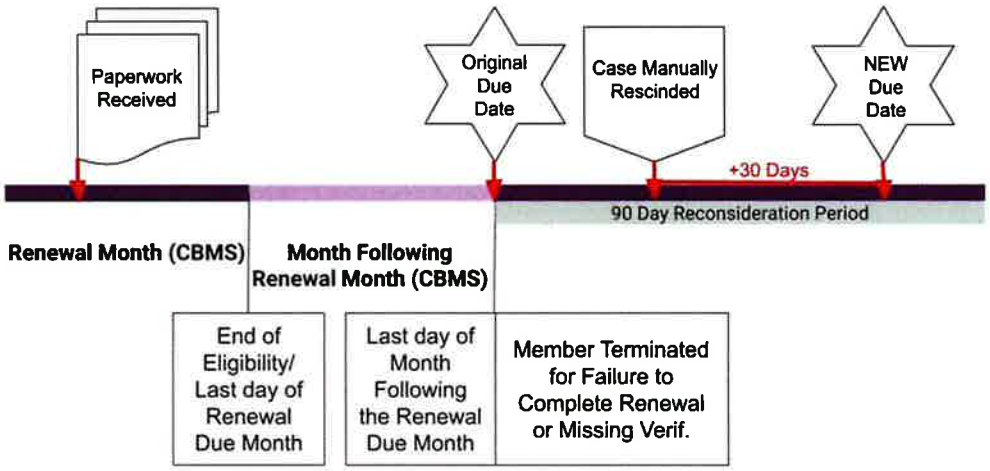
2.2.6.1. Renewals with the same ID that show as having been authorized multiple times are removed and only the first authorization date is shown, unless they fall under the rescind logic.

2.2.7. Rescind Logic

2.2.7.1. If the case is manually rescinded because additional paperwork is received during the 90-Day Reconsideration Period, then the original due date and completion shows on the dashboard as a separate entry. A new entry is created utilizing the rescind date for a second timeliness period of 30 calendar days.



OR



2.2.8. System Actions

2.2.8.1. System actions are not included in this measure.

2.3. Automatic Exemptions

2.3.1. Pending Help Desk Ticket

2.3.1.1. Automatic exemptions were added for any case where there is an active Help Desk ticket with the subject line "Pending State Help Desk Ticket" or "Awaiting DD/Med9" on the case when the MAP data is pulled each month. These are automatically removed from MAP.

2.3.2. Packet Not Received

2.3.2.1. Automatic exemptions were added for any member where the Packet Received Date is blank and the Rescind Date is blank. These are automatically removed from MAP.

3. RENEWAL PENDING, EXCEEDING PROCESSING GUIDELINES (EPG)

3.1. Definitions

3.1.1. Renewal Pending, EPG Non-LTSS - The purpose of this measure is to inform Eligibility Sites about how many Non-LTSS members are still pending and have exceeded the processing guidelines.

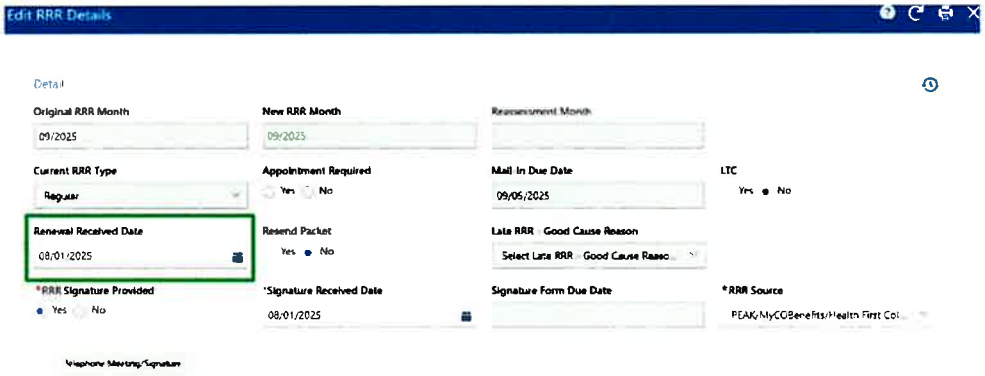
3.1.2. Renewal Pending, EPG LTSS - The purpose of this measure is to inform Eligibility Sites about how many members in the LTSS aid code category are still pending and have exceeded the processing guidelines.

3.1.3. Long Term Services and Supports (LTSS) - LTSS aid codes as used to differentiate between LTSS & Non-LTSS processing guidelines refer to aid codes M0, M1, M2, M3, M4, M5, M6, M7, M8, M9, MA, MC, MD, MJ, MH, B3, and H5.

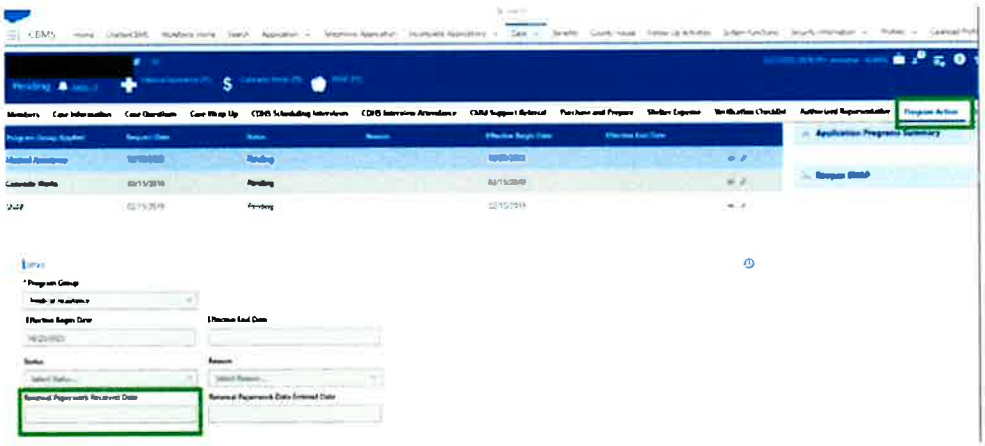
3.2. Foundational Logic

3.2.1. Relevant Data Fields in CBMS

3.2.1.1. Renewal Received Date (Begin RRR): Worker navigates to the case and Begins the RRR and edits the RRR Details page to enter the Renewal Received Date (Begin RRR) field.



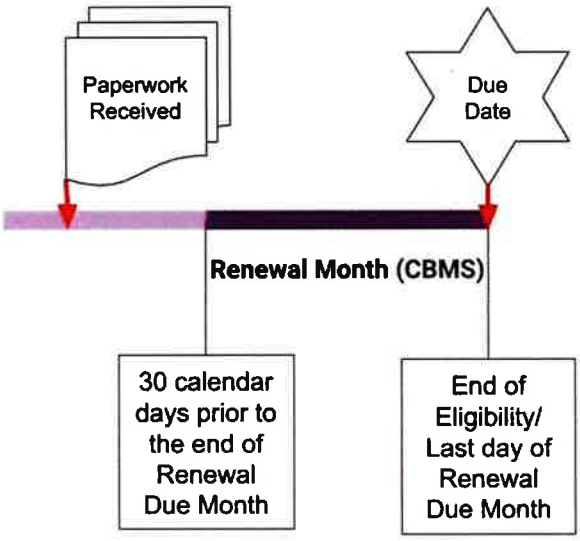
3.2.1.2. Renewal Paperwork Received Date (Program Action): Worker navigates to the case, and then the Program Action Screen and edits the MA program to enter the Renewal Paperwork Received Date (Program Action) field.



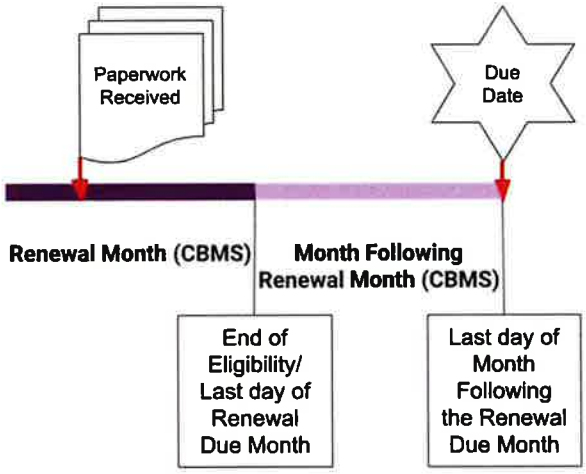
3.2.2. Calculating Pending EPG

3.2.2.1. MAP sets a Timeliness Due Date for each member's renewal based on the two dates from CBMS shown in the section above.

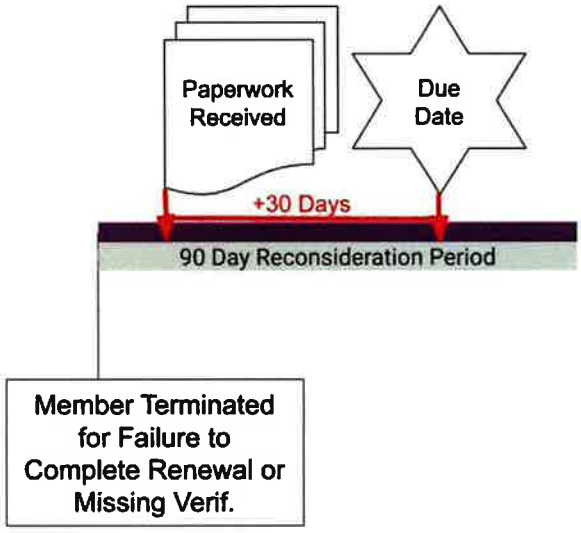
3.2.2.2. If the initial renewal paperwork is documented with a receipt date of MORE THAN 30 calendar days before the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be the last day of the Renewal Month shown in CBMS.



3.2.2.3. If the initial renewal paperwork is documented with a receipt date WITHIN 30 calendar days of the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be the last day of the month following the Renewal Month (CBMS).



3.2.2.4. If the initial renewal paperwork is documented with a receipt date AFTER the end of the Renewal Month shown in CBMS then the MAP Timeliness Due Date will be 30 calendar days AFTER the date the renewal paperwork was received. (*Note: The functionality of the Renewal Paperwork Received Date on the Program Action screen will not allow a date that occurs after the end of the Renewal Month (CBMS) to be entered.)



3.2.2.5. The measure includes every member individually.

3.2.2.6. Members that are EPG are those whose renewal is still pending after the MAP Timeliness Due Date.

3.2.3. Determining Measure Category

3.2.3.1. Members who, at the time of renewal, fell into the aid codes of M0, M1, M2, M3, M4, M5, M6, M7, M8, M9, MA, MC, MD, MJ, MH, B3, or H5 are included in the Renewal Timeliness LTSS measure.

3.2.3.2. All remaining members are included in the Renewal Timeliness Non-LTSS measure.

3.2.4. Members Excluded from the Measure

3.2.4.1. Members who are marked in CBMS as not being in the home.

3.2.4.2. Members who are marked in CBMS as being ancillary to the case.

3.2.4.3. Members who are marked in CBMS as not requesting services.

3.2.4.4. Members whose renewal is in Generated Status on the date of the data pull.

3.2.5. Assigning Application to an Eligibility Site

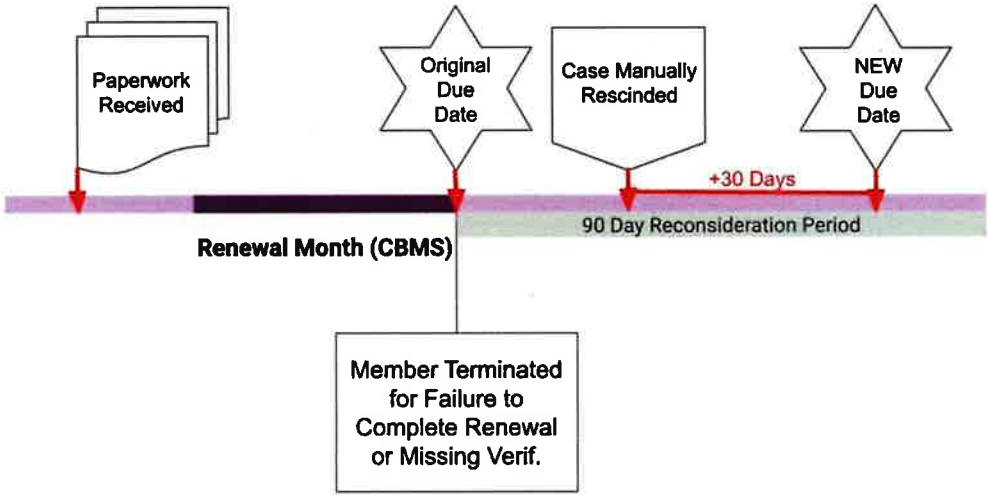
3.2.5.1. Renewals are assigned by their caseload to a county or MA site.

3.2.6. Removing Duplicates

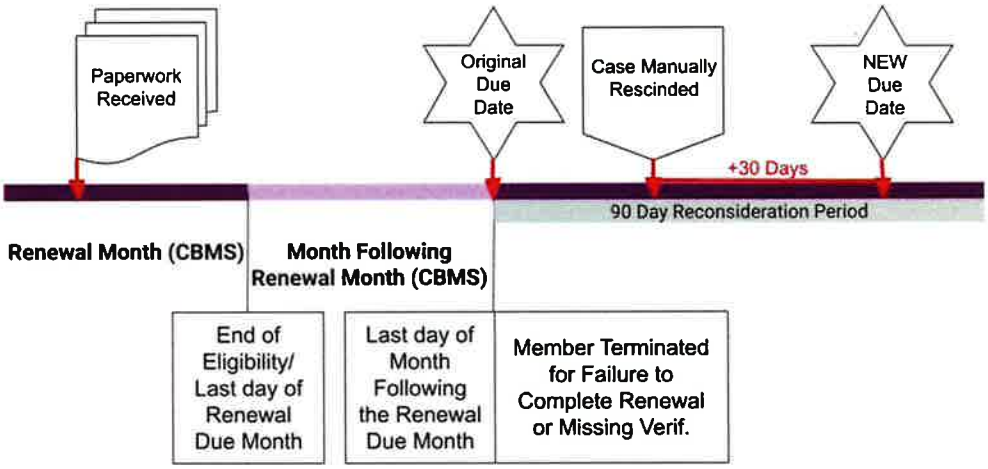
3.2.6.1. Renewals with the same ID that show as having been authorized multiple times are removed and only the first authorization date is shown, unless they fall under the rescind logic.

3.2.7. Rescind Logic

3.2.7.1. If the case is manually rescinded because additional paperwork is received during the 90-Day Reconsideration Period, then the original due date and completion shows on the dashboard as a separate entry. A new entry is created utilizing the rescind date for a second timeliness period of 30 calendar days.



OR



3.2.8. System Actions

3.2.8.1. System actions are included in this measure because renewals often move between direct worker intervention and system actions multiple times during their processing.

3.3. Automatic Exemptions

3.3.1. Pending Help Desk Ticket

3.3.1.1. Automatic exemptions were added for any case where there is a pending help desk ticket in the categories of "Pending State Help Desk Ticket" or "Awaiting DD/Med9" on the date the data is pulled. These are automatically removed from MAP.

3.3.2. Cases without Ex Parte Results

3.3.2.1. Automatic exemptions were added for any member who is pending EPG with a case in Started status but they had no Ex Parte results and no Packet Received Date. These are automatically removed from MAP.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/16/26

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 Subcontractor Agreement between The Cornerstone Resource Center and Prowers County Department of Human Services for the purposes of administering the IMPACs program in Prowers, Kiowa and Baca County through February 27, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.

Justification or Background:

Fiscal Impact: This provides revenue for the Fatherhood program.

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

Approved by the County Attorney on: 9-16-2026

Additional Approvals (if required):

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

THANK YOU!

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (the "Agreement") is dated this _____day of _____, _____.

CLIENT	CONTRACTOR
The Cornerstone Resource Center 111 W Parmenter St, Lamar, CO 81052, USA (the "Client")	Prowers County Department of Human Services 1001 S. Main Street, Lamar, CO 81052 (the "Contractor")

BACKGROUND

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

    - Patrick Christensen - to assist parents with reducing barriers and increasing employment through IMPACS (Improved Payments and Child Success) for Child Support Workers in Prowers, Kiowa, and Baca counties.

      • Provide parents with individualized case management services designed to assess needs, reduce barriers and increase employment among parents engaged with child support services;
      • Provide parents with tailored enforcement actions to reduce barriers to employment and facilitate right sized child support orders;
      • Refer parents to appropriate community partners for employment services, including assessment, training, education, job search and work experience;

- Provide appropriate resources to enhance parent engagement, co-parenting and parenting time.
- Utilize supportive payments to assist parents with resolving their barriers to attach to and maintain employment that will enable them to meet their child support obligations.
- Provide parenting education to improve and/or increase parent engagement, co-parenting and parenting time.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 28, 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to February 28, 2027, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for the Services as follows (the "Compensation"): $24,000.00 for wages until the end of grant year.

8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
The Cornerstone Resource Center will reimburse subcontractor for fuel to see IMPACS clients.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

18. In the event that the Contractor hires a sub-contractor:

    - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

    - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

    a. The Cornerstone Resource Center
    111 W Parmenter St, Lamar, CO 81052, USA

    b. Prowers County Department of Human Services
    1001 S. Main Street, Lamar, CO 81052

    or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days

after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, The Cornerstone Resource Center ("Contractor") shall indemnify, defend, and hold harmless the Prowers County Department of Human Services, and their respective elected and appointed officials, officers, employees, agents, and volunteers (collectively, the "County") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts or omissions, willful misconduct, or breach of this Agreement by the Contractor, its employees, agents, or subcontractors in the performance of this Agreement.

ADDITIONAL CLAUSE

24. All expenses for clients will be paid by The Cornerstone Resource Center.

MODIFICATION OF AGREEMENT

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

27. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

32. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

SEVERABILITY

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____day of _____, _____.

_____

WITNESS: _____

The Cornerstone Resource Center
Per: _____(Seal)
Officer's Name: _____

_____

WITNESS: _____

Prowers County Department of Human Services
Per: _____(Seal)
Officer's Name: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/22/26

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 a Memorandum of Understanding between Assuring Better Child Health and Development and Rural Health Consortium members and authorizing Roots and Wings Early Childhood Council Coordinator, Courtney Holt-Rogers to execute the MOU electronically.

Justification or Background:

Fiscal Impact:

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

Approved by the County Attorney on: 9-22-2026

Additional Approvals (if required):

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

THANK YOU!

Docusign Envelope ID: 3FF26C93-DACC-8DEF-8230-0E75FA46ABDE

Assuring Better Child Health & Development

Early Pathways. Lifelong Benefits.

Memorandum Of Understanding

Describing the Relationship Between

Assuring Better Child Health & Development and Rural Health Consortium Members

Agency: Prowers County Department of Human Services, Baca and Prowers County Early Childhood Council
FEIN: 84-1132868
Name of Representative to serve on the Consortium: Courtney Holt-Rogers
Service Area (please list counties served by the agency or service location): Prowers County, and Baca County through the Baca and Prowers County Early Childhood Council

I. Purpose and Scope

Assuring Better Child Health & Development (ABCD) has been awarded a grant from the Health Resources & Services Administration (HRSA) in the Federal Office of Rural Health Policy to launch the 4-year Transforming Rural Health Care: A Collaborative Approach to Early Childhood Health and Development project.

This initiative will establish a statewide rural healthcare consortium focused on expanding access to integrated behavioral health services for infants, young children, and families. As part of this work, ABCD will expand the evidence-based HealthySteps program to four (4) new pediatric practices in two of Colorado's most underserved rural regions: the Eastern Plains and Southwest Colorado.

The project will utilize an innovative co-design approach to convene a statewide **rural health consortium** composed of community partners and health care leaders. Together, they will identify clinics best positioned for HealthySteps implementation, ensure input from families and people with lived experience, guide ongoing rollout, and ensure strategies remain community-driven and locally responsive.

Activities and expectations of Consortium Members may shift in years 3-4 of the project and therefore, this MOU is an agreement between ABCD and Prowers County Department of Human Services ("Consortium Member") for the **second year of the project**.

Docusign Envelope ID: 3FF26C93-DACC-8DEF-8230-0E75FA46ABDE

Assuring Better Child Health & Development

Early Pathways. Lifelong Benefits.

II. ABCD Commitment

As the lead organization for the HRSA grant, ABCD is committed to the following support of Consortium Members:

- Backbone support for all grant activities including but not limited to:
  - Coordination and facilitation of Consortium activities
  - Leading activities related to all grant deliverables
  - Recording of all grant activities
  - Adhering to all grant reporting requirements
  - Coordination of all data and evaluation activities
- Assure that all Consortium Members have the opportunity to provide input and feedback into major grant deliverables
- Provide lunch for working meals and/or mileage reimbursement for travel over 60 miles each way, dependent on available grant funds

III. Consortium Member Commitment

The Consortium Members commit appointing a staff member to engage in the following activities. If there are staffing changes, the Consortium Member will ensure a new staff members is appointed

- Attend all scheduled Local Southeast Consortium Meetings
- Contribute expertise and experience by providing input and/or feedback into major grant deliverables during and outside of Consortium meetings
- Actively engage in grant activities relevant to your area(s) of expertise
- Share lessons learned with colleagues and other local, state, and national partners
- Advocate for the expansion of HealthySteps and strengthen behavioral health service delivery in rural Colorado communities
- Help connect with local partners as needed to provide input and/or feedback into major grant deliverables

Docusign Envelope ID: 3FF26C93-DACC-8DEF-8230-0E75FA46ABDE

Assuring Better Child Health & Development

Early Pathways. Lifelong Benefits.

Terms of Agreement

This document describes the collaborative effort between ABCD and Consortium Members from August 1, 2026 - July 31, 2027. Both parties enter into this agreement freely and voluntarily. Both parties have the right to terminate this agreement with 30 days' written notice.

In the event that there are staffing changes involving those signing this Agreement, a new Agreement will be signed within 30 days of the change.

Assuring Better Child Health & Development, Executive Director, Eileen Auer Bennett

Date: 09/17/2026 | 10:41 AM MDT

Signature: DocuSigned by: Eileen Auer Bennett 891053E8C4D84F4...

Colorado Nonprofit Development Center, President and CEO, Melinda A. Higgs

Date: 09/17/2026 | 10:44 AM MDT

Signature: Signed by: 1CDC4FFA954949B...

Consortium Member, Prowers County Department of Human Services, Courtney Holt-Rogers

Date: _____

Signature: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: County Assessor, Andy Wyatt

Submitted to the County Administration Office on: 9-24-2026

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Revised 2026 Abstract of Assessment (C.R.S. §39-5-123) Colorado Department of Local Affairs – Division of Property Taxation.

Justification or Background:

Revised Abstract of Assessment includes adjusted totals.

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 _____

Year:	2026
Jurisdiction:	Prowers
Assessor:	Andrew Blake Wyatt
Contact:	Andrew Wyatt
Phone Number:	719-336-8004
Email:	awyatt@prowerscounty.net
Fax Number:	719-336-7232

REVISED

Prowers - 2026

Abstract of Assessment (CRS 39-5-123)
Colorado Department of Local Affairs - Division of Property Taxation

Vacant

Description	Land	Improvements:	Total:
1.0 to 4.99 Acres (0520)	$3,339	$0	$3,339
10.0 to 34.99 Acres (0540)	$17,228	$0	$17,228
100.0 Acres and Up (0560)	$0	$0	$0
35.0 to 99.99 Acres (0550)	$0	$0	$0
5.0 to 9.99 Acres (0530)	$3,376	$0	$3,376
Commercial Lots (0200)	$186,724	$0	$186,724
Industrial Lots (0300)	$12,334	$0	$12,334
Less Than 1.0 Acre (0510)	$1,558	$0	$1,558
Minor Structures on Vacant Land (0600)	$0	$0	$0
Non-Minor Structures (0700)	$0	$24,960	$24,960
Planned Unit Development Lots (0400)	$0	$0	$0
Possessory Interest (0010)	$0	$0	$0
Residential Lots (0100)	$301,607	$0	$301,607
	$526,166	**$24,960**	**$551,126**

Grand Total: **$551,126**

Description	Land	Improvements:	Total:
Condominiums (1230)	$0	$0	$0
Duplexes-Triplexes (1115, 1215)	$27,180	$498,214	$525,394
Farm/Ranch Manufactured Housing (4278)	$0	$17,568	$17,568
Farm/Ranch Residences (4277)	$0	$2,758,340	$2,758,340
Manufactured Housing (1135, 1235)	$153,312	$1,847,627	$2,000,939
Manufactured Housing Parks (1140, 1240)	$26,818	$5,876	$32,694
Mfd Housing Not Integral to Agricultural Operation (1278)	$0	$0	$0
Multi-Units (4-8) (1120, 1220)	$19,056	$391,029	$410,085
Multi-Units (9 & Up) (1125, 1225)	$9,809	$593,558	$603,367
Partially Exempt (Taxable Part) (1150, 1250)	$0	$0	$0
Possessory Interest (1020)	$0	$0	$0
Property Not Integral to Agricultural Operation (1177, 1277)	$0	$0	$0
Single Family Residence (1112, 1212)	$1,725,542	$26,697,291	$28,422,833
	$1,961,717	**$32,809,503**	**$34,771,220**

Grand Total: **$34,771,220**

Description	Land	Improvements:	Total:
Condominiums (1230)	$0	$0	$0
Duplexes-Triplexes (1115, 1215)	$31,235	$570,406	$601,641
Farm/Ranch Manufactured Housing (4278)	$0	$20,237	$20,237
Farm/Ranch Residences (4277)	$0	$3,173,840	$3,173,840
Manufactured Housing (1135, 1235)	$161,681	$2,128,196	$2,289,877
Manufactured Housing Parks (1140, 1240)	$30,415	$6,768	$37,183
Mfd Housing Not Integral to Agricultural Operation (1278)	$0	$0	$0
Multi-Units (4-8) (1120, 1220)	$21,713	$445,231	$466,944
Multi-Units (9 & Up) (1125, 1225)	$10,879	$653,243	$664,122
Partially Exempt (Taxable Part) (1150, 1250)	$0	$0	$0
Possessory Interest (1020)	$0	$0	$0
Property Not Integral to Agricultural Operation (1177, 1277)	$0	$0	$0
Single Family Residence (1112, 1212)	$1,974,485	$30,744,738	$32,719,223
	$2,230,408	**$37,742,659**	**$39,973,067**
Grand Total:			**$39,973,067**

Commercial

Description	Land	Improvements:	Total:
Airport - Possessory Interest (2020)	$0	$0	$0
Commercial Condominiums (2245)	$0	$0	$0
Entertainment - Possessory Interest (2021)	$0	$0	$0
Limited Gaming (2127, 2227)	$0	$0	$0
Lodging (2115, 2215)	$185,796	$3,213,646	$3,399,442
Merchandising (2112, 2212)	$493,204	$1,993,011	$2,486,215
Multi-Use (3+) (2140, 2240)	$20,000	$120,012	$140,012
Offices (2120, 2220)	$139,300	$1,792,130	$1,931,430
Other Comm - Possessory Interest (2023)	$0	$0	$0
Partially Exempt (Taxable Part) (2150, 2250)	$6,500	$90,192	$96,692
Recreation (2125, 2225)	$11,229	$93,169	$104,398
Recreation - Possessory Interest (2022)	$0	$0	$0
Renewable Energy (2117, 2217)	$0	$0	$0
Special Purpose (2130, 2230)	$1,222,185	$9,914,243	$11,136,428
WareHouse/Storage (2135, 2235)	$217,005	$1,268,917	$1,485,922
	$2,295,219	**$18,485,320**	**$20,780,539**

Personal Property

Comm Personal Property - Possessory Interest (2040)	$0
Limited Gaming Personal Property (2405)	$0
Lodging Personal Property (2412)	$4,180
Other Commercial Personal Property (2410)	$6,844,339
Renewable Energy Personal Property (2415)	$0
Residential Personal Property (1410)	$705
	$6,849,224

Grand Total: **$27,629,763**

Industrial

Description	Land	Improvements:	Total:
Contract/Service (3112, 3212)	$0	$0	$0
Industrial Condominiums (3230)	$0	$0	$0
Manufacturing/Milling (3120, 3220)	$0	$0	$0
Manufacturing/Processing (3115, 3215)	$117,260	$1,548,497	$1,665,757
Possessory Interest (3020)	$0	$0	$0
Refining/Petroleum (3125, 3225)	$0	$0	$0
	$117,260	**$1,548,497**	**$1,665,757**

Personal Property

Industrial Personal Property - Possessory Interest (3040)	$0
Other Industrial Personal (3410)	$1,935,987
	$1,935,987

Grand Total: **$3,601,744**

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Agricultural

Description	Land	Improvements:	Total:
All Other AG Property [CRS 39-1-102] (4180, 4280)	$106,707	$2,222,027	$2,328,734
Dry Farm Land (4127)	$10,874,188	$0	$10,874,188
Farm/Ranch Support Buildings (4279)	$0	$3,354,710	$3,354,710
Farm/Ranch Waste Land (4167)	$42,287	$0	$42,287
Flood Irrigation (4117)	$17,401,139	$0	$17,401,139
Forest Land (4177)	$0	$0	$0
Grazing Land (4147)	$2,519,811	$0	$2,519,811
Meadow Hay Land (4137)	$0	$0	$0
Orchard Land (4157)	$0	$0	$0
Possessory Interest (4020)	$0	$39,542	$39,542
Sprinkler Irrigation (4107)	$4,504,892	$0	$4,504,892
	$35,449,024	**$5,616,279**	**$41,065,303**

Personal Property

All Other AG Personal (4410)	$0
	$0

Grand Total: **$41,065,303**

Natural Resources

Description	Land	Improvements:	Total:
Coal (5110, 5210)	$0	$0	$0
Earth or Stone Products (5120, 5220)	$641,020	$0	$641,020
Non-Producing Patented Mining Claims (5140, 5240)	$0	$0	$0
Non-Producing Unpatented Mining Claim Imps (5250)	$0	$0	$0
Severed Mineral Interests (5170)	$828,634	$0	$828,634
	$1,469,654	**$0**	**$1,469,654**

Personal Property

Coal (5410)	$0
Earth or Stone Products (5420)	$474,638
Non-Producing Patented Mining Claims (5440)	$0
Non-Producing Unpatented Mining Claims (5450)	$0
	$474,638

Grand Total: **$1,944,292**

Producing Mines

Description	Land	Improvements:	Total:
Base Metals (6130, 6230)	$0	$0	$0
Molybdenum (6110, 6210)	$0	$0	$0
Oil Shale/Retort (6150, 6250)	$0	$0	$0
Precious Metals (6120, 6220)	$0	$0	$0
Strategic Minerals (6140, 6240)	$0	$0	$0
	$0	**$0**	**$0**

Personal Property

Base Metals (6430)	$0
Molybdenum (6410)	$0
Oil Shale/Retort (6450)	$0
Precious Metals (6420)	$0
Strategic Minerals (6440)	$0
	$0

Grand Total: **$0**

Oil and Gas

Description	Land	Improvements:	Total:
CO2 (7145, 7245)	$0	$0	$0
Helium (7147, 7247)	$0	$0	$0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	$0	$0	$0
Oil Shale/In Situ (7150, 7250)	$0	$0	$0
Producing Gas Primary (7130, 7230)	$108,039	$0	$108,039
Producing Gas Secondary (7140, 7240)	$0	$0	$0
Producing Oil Primary (7110, 7210)	$0	$0	$0
Producing Oil Secondary (7120, 7220)	$0	$0	$0
	$108,039	**$0**	**$108,039**

Personal Property

CO2 (7445)	$0
Helium (7447)	$0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	$0
Oil Shale/In Situ (7450)	$0
Oil and Gas Rotary Drill Rigs (7470)	$0
Pipeline Gathering System (7460)	$142,879
Producing Gas Primary (7430)	$135,385
Producing Gas Secondary (7440)	$0
Producing Oil Primary (7410)	$0
Producing Oil Secondary (7420)	$0
	$278,264

Grand Total: **$386,303**

State Assessed

Description	Land	Improvements:	Total:
Renewable Energy Real (8252)	$132,037	$0	$132,037
Total Real (8299)	$5,420,283	$0	$5,420,283
	$5,552,320	**$0**	**$5,552,320**
			Personal Property
Renewable Energy Personal (8452)			$9,868,063
Total Personal (8499)			$32,162,817
			$42,030,880
Grand Total:			**$47,583,200**

Description	Land	Improvements:	Total:
Non-Residential All Other (9199, 9299)	$5,859	$323,048	$328,907
Non-Residential County Property (9139, 9239)	$215,123	$1,924,856	$2,139,979
Non-Residential Federal Property (9119, 9219)	$82,055	$108,794	$190,849
Non-Residential Political Subdivision Property (9149, 9249)	$813,226	$10,901,730	$11,714,956
Non-Residential State Property (9129, 9229)	$1,199,069	$3,062,972	$4,262,041
Non-residential Charitable (9179, 9279)	$37,771	$860,480	$898,251
Non-residential Private Schools (9169, 9269)	$2,595	$82,092	$84,687
Non-residential Religious Purposes (9159, 9259)	$203,828	$2,537,888	$2,741,716
Residential All Other (9190, 9290)	$0	$260,989	$260,989
Residential Charitable (9170, 9270)	$3,288	$58,395	$61,683
Residential County Property (9130, 9230)	$0	$6,243	$6,243
Residential Federal Property (9110, 9210)	$0	$0	$0
Residential Political Subdivision Property (9140, 9240)	$13,154	$558,611	$571,765
Residential Private Schools (9160, 9260)	$0	$0	$0
Residential Religious Purposes (9150, 9250)	$3,654	$207,612	$211,266
Residential State Property (9120, 9220)	$0	$173,431	$173,431
	$2,579,622	**$21,067,141**	**$23,646,763**
			Personal Property
CEA Facility (9410)			$0
EV Charging Stations (9420)			$0
			$0
Grand Total:			**$23,646,763**

Exempt Schools

Description	Land	Improvements:	Total:
Non-Residential All Other (9199, 9299)	$5,859	$323,048	$328,907
Non-Residential County Property (9139, 9239)	$215,123	$1,924,856	$2,139,979
Non-Residential Federal Property (9119, 9219)	$82,055	$108,794	$190,849
Non-Residential Political Subdivision Property (9149, 9249)	$813,226	$10,901,730	$11,714,956
Non-Residential State Property (9129, 9229)	$1,199,069	$3,062,972	$4,262,041
Non-residential Charitable (9179, 9279)	$37,771	$860,480	$898,251
Non-residential Private Schools (9169, 9269)	$2,595	$82,092	$84,687
Non-residential Religious Purposes (9159, 9259)	$203,828	$2,537,888	$2,741,716
Residential All Other (9190, 9290)	$0	$280,486	$280,486
Residential Charitable (9170, 9270)	$3,788	$67,268	$71,056
Residential County Property (9130, 9230)	$0	$7,193	$7,193
Residential Federal Property (9110, 9210)	$0	$0	$0
Residential Political Subdivision Property (9140, 9240)	$14,462	$617,131	$631,593
Residential Private Schools (9160, 9260)	$0	$0	$0
Residential Religious Purposes (9150, 9250)	$4,203	$237,328	$241,531
Residential State Property (9120, 9220)	$0	$185,428	$185,428
	$2,581,979	**$21,196,694**	**$23,778,673**

	Personal Property
CEA Facility (9410)	$0
EV Charging Stations (9420)	$0
	$0

Grand Total: **$23,778,673**

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New Construction by School District

Granada RE-1 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Vacant Land	$0	$0	$0
Residential Real Property (Including Ag Res MH's)	$28,450	$0	$28,450
Residential Personal Property (Only)	$0	$0	$0
Commercial	$5,718	$0	$5,718
Industrial	$0	$0	$0
Agricultural (Excluding Ag Res & Res MH's)	$35,863	$-406	$35,457
Natural Resources	$0	$0	$0
Producing Mines	$0	$0	$0
Oil & Gas	$0	$0	$0
State Assessed:	$0		$0
Total:	**$70,031**	**$-406**	**$69,625**

Holly RE-3 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Vacant Land	$0	$0	$0
Residential Real Property (Including Ag Res MH's)	$41,753	$0	$41,753
Residential Personal Property (Only)	$0	$0	$0
Commercial	$7,364	$0	$7,364
Industrial	$0	$0	$0
Agricultural (Excluding Ag Res & Res MH's)	$3,965	$0	$3,965
Natural Resources	$0	$0	$0
Producing Mines	$0	$0	$0
Oil & Gas	$0	$0	$0
State Assessed:	$0		$0
Total:	**$53,082**	**$0**	**$53,082**

Lamar RE-2 School District

Description:	New Const.:	Demo Dest.:	Net Total:
Vacant Land	$0	$0	$0
Residential Real Property (Including Ag Res MH's)	$494,747	$-2,197	$492,550
Residential Personal Property (Only)	$0	$0	$0
Commercial	$145,450	$-6,734	$138,716
Industrial	$0	$0	$0
Agricultural (Excluding Ag Res & Res MH's)	$0	$0	$0
Natural Resources	$0	$0	$0
Producing Mines	$0	$0	$0
Oil & Gas	$0	$0	$0
State Assessed:	$0		$0
Total:	**$640,197**	**$-8,931**	**$631,266**

Wiley RE-13 JT School District

Description:	New Const.:	Demo Dest.:	Net Total:
Vacant Land	$0	$0	$0
Residential Real Property (Including Ag Res MH's)	$23,488	$0	$23,488
Residential Personal Property (Only)	$0	$0	$0
Commercial	$0	$0	$0
Industrial	$0	$0	$0
Agricultural (Excluding Ag Res & Res MH's)	$8,295	$0	$8,295
Natural Resources	$0	$0	$0
Producing Mines	$0	$0	$0
Oil & Gas	$0	$0	$0
State Assessed:	$0		$0
Total:	**$31,783**	**$0**	**$31,783**

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New Construction Local Government

Description:	New Const.:	Demo Dest.:	Net Total:
Vacant Land	$0	$0	$0
Residential Real Property (Including Ag Res MH's)	$510,814	$-1,907	$508,907
Residential Personal Property (Only)	$0	$0	$0
Commercial	$158,531	$-6,734	$151,797
Industrial	$0	$0	$0
Agricultural (Excluding Ag Res & Res MH's)	$48,122	$-406	$47,716
Natural Resources	$0	$0	$0
Producing Mines	$0	$0	$0
Oil & Gas	$0	$0	$0
State Assessed:	$0		$0
Total:	**$717,467**	**$-9,047**	**$708,420**

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School Districts

ID:	Name:				
50900	Granada RE-1 School District	**Vacant:**	$52,601	**Natural**	$187,653
		Residential:	$1,674,033	**Producing**	$0
		Commercial:	$724,705	**Oil & Gas:**	$0
		Industrial:	$0	**State**	$6,152,191
		Agricultural:	$8,912,124	**Total:**	$17,703,307
50902	Holly RE-3 School District	**Vacant:**	$40,987	**Natural**	$203,184
		Residential:	$3,667,912	**Producing**	$0
		Commercial:	$4,263,538	**Oil & Gas:**	$0
		Industrial:	$96,102	**State**	$6,441,839
		Agricultural:	$13,831,100	**Total:**	$28,544,662
50901	Lamar RE-2 School District	**Vacant:**	$431,965	**Natural**	$1,526,389
		Residential:	$31,614,027	**Producing**	$0
		Commercial:	$20,119,373	**Oil & Gas:**	$386,303
		Industrial:	$3,450,974	**State**	$34,528,918
		Agricultural:	$13,378,319	**Total:**	$105,436,268
64945	Wiley RE-13 JT School District	**Vacant:**	$25,573	**Natural**	$27,066
		Residential:	$3,017,095	**Producing**	$0
		Commercial:	$2,522,147	**Oil & Gas:**	$0
		Industrial:	$54,668	**State**	$460,252
		Agricultural:	$4,943,760	**Total:**	$11,050,561
TOTAL:		**Vacant:**	$551,126	**Natural**	$1,944,292
		Residential:	$39,973,067	**Producing**	$0
		Commercial:	$27,629,763	**Oil & Gas:**	$386,303
		Industrial:	$3,601,744	**State**	$47,583,200
		Agricultural:	$41,065,303	**Total:**	$162,734,798

Tax Increment Financing:

ID:	Name:	Base:	Increment:	Total:
50900	Granada RE-1 School District	$0	$0	$0
50902	Holly RE-3 School District	$0	$0	$0
50901	Lamar RE-2 School District	$8,447,578	$4,200,122	$12,647,700
64945	Wiley RE-13 JT School District	$0	$0	$0
TOTAL:		**$8,447,578**	**$4,200,122**	**$12,647,700**

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Cities & Towns

ID:	Name:				
50007	Granada, Town of	**Vacant:**	$29,313	**Natural**	$0
		Residential:	$770,759	**Producing**	$0
		Commercial:	$244,624	**Oil & Gas:**	$0
		Industrial:	$0	**State**	$286,486
		Agricultural:	$73,076	**Total:**	$1,404,258
50011	Holly, Town of	**Vacant:**	$26,530	**Natural**	$0
		Residential:	$1,743,670	**Producing**	$0
		Commercial:	$840,728	**Oil & Gas:**	$0
		Industrial:	$96,102	**State**	$447,529
		Agricultural:	$43,142	**Total:**	$3,197,701
50012	Lamar, City of	**Vacant:**	$368,328	**Natural**	$0
		Residential:	$22,598,041	**Producing**	$0
		Commercial:	$17,619,584	**Oil & Gas:**	$0
		Industrial:	$2,660,858	**State**	$2,680,245
		Agricultural:	$36,795	**Total:**	$45,963,851
50017	Wiley, Town of	**Vacant:**	$8,928	**Natural**	$0
		Residential:	$1,255,306	**Producing**	$0
		Commercial:	$405,170	**Oil & Gas:**	$0
		Industrial:	$7,911	**State**	$84,370
		Agricultural:	$46,528	**Total:**	$1,808,213
TOTAL:		**Vacant:**	$433,099	**Natural**	$0
		Residential:	$26,367,776	**Producing**	$0
		Commercial:	$19,110,106	**Oil & Gas:**	$0
		Industrial:	$2,764,871	**State**	$3,498,630
		Agricultural:	$199,541	**Total:**	$52,374,023

Tax Increment Financing:

ID:	Name:	Base:	Increment:	Total:
50007	Granada, Town of	$0	$0	$0
50011	Holly, Town of	$0	$0	$0
50012	Lamar, City of	$8,247,799	$4,289,974	$12,537,773
50017	Wiley, Town of	$0	$0	$0
TOTAL:		**$8,247,799**	**$4,289,974**	**$12,537,773**

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Abstract Counts

Vacant	Count:	Type:	Abstract Value:
Possessory Interest (0010)	0	Leases	$0
Residential Lots (0100)	176	Parcels	$301,607
Commercial Lots (0200)	62	Parcels	$186,724
Industrial Lots (0300)	9	Parcels	$12,334
Planned Unit Development Lots (0400)	0	Parcels	$0
Less Than 1.0 Acre (0510)	8	Parcels	$1,558
1.0 to 4.99 Acres (0520)	8	Parcels	$3,339
5.0 to 9.99 Acres (0530)	2	Parcels	$3,376
10.0 to 34.99 Acres (0540)	16	Parcels	$17,228
35.0 to 99.99 Acres (0550)	0	Parcels	$0
100.0 Acres and Up (0560)	0	Parcels	$0
Non-Minor Structures (0700)	31	Parcels	$24,960

Residential Local Governments	Count:	Type:	Abstract Value:
Possessory Interest (1020)	0	Leases	$0
Single Family Residence (1112, 1212)	3,913	Parcels	$28,422,833
	3,913	Residences	
Farm/Ranch Residences (4277)	514	Residence	$2,758,340
Duplexes-Triplexes (1115, 1215)	65	Parcels	$525,394
	62	Residences	
Multi-Units (4-8) (1120, 1220)	36	Parcels	$410,085
	199	Residences	
Multi-Units (9 & Up) (1125, 1225)	12	Parcels	$603,367
	302	Residences	
Condominiums (1230)	0	Residences	$0
Manufactured Housing (1135, 1235)	388	Parcels	$2,000,939
	352	Residences	
Farm/Ranch Manufactured Housing (4278)	83	Residences	$17,568
Manufactured Housing Parks (1140, 1240)	21	Parks	$32,694
Partially Exempt (Taxable Part) (1150, 1250)	0	Parcels	$0
Property Not Integral to Agricultural Operation (1177, 1277)	0	Parcels	$0
	0	Residences	
Mfd Housing Not Integral to Agricultural Operation (1278)	0	Residences	$0

Residential Schools	Count:	Type:	Abstract Value:
Possessory Interest (1020)	0	Leases	$0
Single Family Residence (1112, 1212)	0	Parcels	$32,719,223
	0	Residences	
Farm/Ranch Residences (4277)	0	Residence	$3,173,840
Duplexes-Triplexes (1115, 1215)	0	Parcels	$601,641
	0	Residences	

Residential Schools	Count:	Type:	Abstract Value:
Multi-Units (4-8) (1120, 1220)	0	Parcels	$466,944
	0	Residences	
Multi-Units (9 & Up) (1125, 1225)	0	Parcels	$664,122
	0	Residences	
Condominiums (1230)	0	Residences	$0
Manufactured Housing (1135, 1235)	0	Parcels	$2,289,877
	0	Residences	
Farm/Ranch Manufactured Housing (4278)	0	Residences	$20,237
Manufactured Housing Parks (1140, 1240)	0	Parks	$37,183
Partially Exempt (Taxable Part) (1150, 1250)	0	Parcels	$0
Property Not Integral to Agricultural Operation (1177, 1277)	0	Parcels	$0
	0	Residences	
Mfd Housing Not Integral to Agricultural Operation (1278)	0	Residences	$0

Commercial	Count:	Type:	Abstract Value:
Airport - Possessory Interest (2020)	0	Leases	$0
Entertainment - Possessory Interest (2021)	0	Leases	$0
Recreation - Possessory Interest (2022)	0	Leases	$0
Other Comm - Possessory Interest (2023)	0	Leases	$0
Merchandising (2112, 2212)	107	Parcels	$2,486,215
Lodging (2115, 2215)	20	Parcels	$3,399,442
Renewable Energy (2117, 2217)	0	Parcels	$0
Offices (2120, 2220)	41	Parcels	$1,931,430
Recreation (2125, 2225)	3	Parcels	$104,398
Limited Gaming (2127, 2227)	0	Parcels	$0
Special Purpose (2130, 2230)	248	Parcels	$11,136,428
WareHouse/Storage (2135, 2235)	144	Parcels	$1,485,922
Multi-Use (3+) (2140, 2240)	3	Parcels	$140,012
Partially Exempt (Taxable Part) (2150, 2250)	2	Parcels	$96,692
Residential Personal Property (1410)	6	Schedules	$705
Comm Personal Property - Possessory Interest (2040)	0	Schedules	$0
Limited Gaming Personal Property (2405)	0	Schedules	$0
Other Commercial Personal Property (2410)	155	Schedules	$6,844,339
Lodging Personal Property (2412)	2	Schedules	$4,180
Renewable Energy Personal Property (2415)	0	Schedules	$0

Industrial	Count:	Type:	Abstract Value:
Possessory Interest (3020)	0	Leases	$0
Contract/Service (3112, 3212)	0	Parcels	$0
Manufacturing/Processing (3115, 3215)	1	Parcels	$1,665,757

Abstract Counts

Industrial	Count:	Type:	Abstract Value:
Manufacturing/Milling (3120, 3220)	0	Parcels	$0
Refining/Petroleum (3125, 3225)	0	Parcels	$0
Industrial Personal Property - Possessory Interest (3040)	0	Schedules	$0
Other Industrial Personal (3410)	20	Schedules	$1,935,987

Agricultural	Count:	Type:	Abstract Value:
Possessory Interest (4020)	66	Leases	$39,542
Sprinkler Irrigation (4107)	36,228	Acres	$4,504,892
Flood Irrigation (4117)	90,643	Acres	$17,401,139
Dry Farm Land (4127)	387,145	Acres	$10,874,188
Meadow Hay Land (4137)	0	Acres	$0
Grazing Land (4147)	453,159	Acres	$2,519,811
Orchard Land (4157)	0	Acres	$0
Farm/Ranch Waste Land (4167)	20,473	Acres	$42,287
Forest Land (4177)	0	Acres	$0
All Other AG Property [CRS 39-1-102] (4180, 4280)	1,132	Acres	$2,328,734
All Other AG Personal (4410)	0	Schedules	$0

Natural Resources	Count:	Type:	Abstract Value:
Coal (5110, 5210, 5410)	0	Mines	$0
	0	Schedules	
	0	Tons	
Earth or Stone Products (5120, 5220, 5420)	6	Operations	$1,115,658
	1	Schedules	
	1,091,943	Tons	
Non-Producing Patented Mining Claims (5140, 5240, 5440)	0	Acres	$0
	0	Schedules	
Non-Producing Unpatented Mining Claim Imps (5250)	0	Structures	$0
Non-Producing Unpatented Mining Claims (5450)	0	Schedules	$0
Severed Mineral Interests (5170)	413,408	Acres	$828,634

Producing Mines	Count:	Type:	Abstract Value:
Molybdenum (6110, 6210, 6410)	0	Mines	$0
	0	Schedules	
	0	Tons	
Precious Metals (6120, 6220, 6420)	0	Mines	$0
	0	Schedules	
	0	Tons	

Abstract Counts

Producing Mines	Count:	Type:	Abstract Value:
Base Metals (6130, 6230, 6430)	0	Mines	$0
	0	Schedules	
	0	Tons	
Strategic Minerals (6140, 6240, 6440)	0	Mines	$0
	0	Schedules	
	0	Tons	
Oil Shale/Retort (6150, 6250, 6450)	0	Operations	$0
	0	Schedules	
	0	Tons	

Oil and Gas	Count:	Type:	Abstract Value:
Producing Oil Primary (7110, 7210, 7410)	0	BBL's	$0
	0	Schedules	
	0	Wells	
Producing Oil Secondary (7120, 7220, 7420)	0	BBL's	$0
	0	Schedules	
	0	Wells	
Producing Gas Primary (7130, 7230, 7430)	152,436	MCF's	$243,424
	32	Schedules	
	17	Wells	
Producing Gas Secondary (7140, 7240, 7440)	0	MCF's	$0
	0	Schedules	
	0	Wells	
CO2 (7145, 7245, 7445)	0	MCF's	$0
	0	Schedules	
	0	Wells	
Helium (7147, 7247, 7447)	0	MCF's	$0
	0	Schedules	
	0	Wells	
Oil Shale/In Situ (7150, 7250, 7450)	0	BBL's	$0
	0	Operations	
	0	Schedules	
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255, 7455)	0	BBL's	$0
	0	Schedules	
Pipeline Gathering System (7460)	5	Schedules	$142,879
Oil and Gas Rotary Drill Rigs (7470)	0	Schedules	$0

Exempt Local Governments	Count:	Type:	Abstract Value:
Residential Federal Property (9110, 9210)	0	Parcels	$0
Residential State Property (9120, 9220)	0	Parcels	$173,431
Residential County Property (9130, 9230)	0	Parcels	$6,243

Exempt Local Governments	Count:	Type:	Abstract Value:
Residential Political Subdivision Property (9140, 9240)	14	Parcels	$571,765
CEA Facility ()	0	Schedules	$0
Residential Religious Purposes (9150, 9250)	11	Parcels	$211,266
Residential Private Schools (9160, 9260)	0	Parcels	$0
EV Charging Stations ()	0	Schedules	$0
Residential Charitable (9170, 9270)	7	Parcels	$61,683
Residential All Other (9190, 9290)	0	Parcels	$260,989

Exempt Schools	Count:	Type:	Abstract Value:
Residential Federal Property (9110, 9210)	0	Parcels	$0
Residential State Property (9120, 9220)	0	Parcels	$185,428
Residential County Property (9130, 9230)	0	Parcels	$7,193
Residential Political Subdivision Property (9140, 9240)	0	Parcels	$631,593
CEA Facility ()	0	Schedules	$0
Residential Religious Purposes (9150, 9250)	0	Parcels	$241,531
Residential Private Schools (9160, 9260)	0	Parcels	$0
EV Charging Stations ()	0	Schedules	$0
Residential Charitable (9170, 9270)	0	Parcels	$71,056
Residential All Other (9190, 9290)	0	Parcels	$280,486

Prowers - 2026

Abstract of Assessment (CRS 39-5-123)
Colorado Department of Local Affairs - Division of Property Taxation

Summary of Assessment

Description:	LAND:	IMPS:	PERS:	Total:
Vacant	526,166	$24,960	$0	$551,126
Residential Local	1,961,717	$32,809,503	$0	$34,771,220
Residential Schools	2,230,408	$37,742,659	$0	$39,973,067
Commercial	2,295,219	$18,485,320	$6,849,224	$27,629,763
Industrial	117,260	$1,548,497	$1,935,987	$3,601,744
Agricultural	35,449,024	$5,616,279	$0	$41,065,303
Natural Resources	1,469,654	$0	$474,638	$1,944,292
Producing Mines	0	$0	$0	$0
Oil and Gas	108,039	$0	$278,264	$386,303
State Assessed	5,552,320	$0	$42,030,880	$47,583,200
Exempt Local Governments	2,579,622	$21,067,141	$0	$23,646,763
Exempt Schools	2,581,979	$21,196,694	$0	$23,778,673
Total Assessor Local:	**$41,927,079**	**$58,484,559**	**$9,538,113**	**$109,949,751**
Total Assessor School:	**$42,195,770**	**$63,417,715**	**$9,538,113**	**$115,151,598**
Total State Assessed:	**$5,552,320**	**$0**	**$42,030,880**	**$47,583,200**
Total Taxable Local:	**$47,479,399**	**$58,484,559**	**$51,568,993**	**$157,532,951**
Total Taxable School:	**$47,748,090**	**$63,417,715**	**$51,568,993**	**$162,734,798**
Total Exempt Local:	**$2,579,622**	**$21,067,141**	**$0**	**$23,646,763**
Total Exempt School:	**$2,581,979**	**$21,196,694**	**$0**	**$23,778,673**
Grand Total School:	**$50,330,069**	**$84,614,409**	**$51,568,993**	**$186,513,471**
Grand Total Local:	**$50,059,021**	**$79,551,700**	**$51,568,993**	**$181,179,714**

Prowers - 2026

Abstract of Assessment (CRS 39-5-123)
Colorado Department of Local Affairs - Division of Property Taxation

CBOE Changes:

Vacant	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (0010)	0	0	0	0	0
Residential Lots (0100)	0	0	0	0	0
Commercial Lots (0200)	0	0	0	0	0
Industrial Lots (0300)	0	0	0	0	0
Planned Unit Development Lots (0400)	0	0	0	0	0
Less Than 1.0 Acre (0510)	0	0	0	0	0
1.0 to 4.99 Acres (0520)	0	0	0	0	0
5.0 to 9.99 Acres (0530)	0	0	0	0	0
10.0 to 34.99 Acres (0540)	0	0	0	0	0
35.0 to 99.99 Acres (0550)	0	0	0	0	0
100.0 Acres and Up (0560)	0	0	0	0	0
Minor Structures on Vacant Land (0600)	0	0	0	0	0
Non-Minor Structures (0700)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Residential Local Governments	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	0	0	0	0	0
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	0	0	0	0	0
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	0	0	0	0
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Residential Schools	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (1020)	0	0	0	0	0
Single Family Residence (1112, 1212)	0	0	0	0	0
Farm/Ranch Residences (4277)	0	0	0	0	0
Duplexes-Triplexes (1115, 1215)	0	0	0	0	0
Multi-Units (4-8) (1120, 1220)	0	0	0	0	0
Multi-Units (9 & Up) (1125, 1225)	0	0	0	0	0
Condominiums (1230)	0	0	0	0	0
Manufactured Housing (1135, 1235)	0	0	0	0	0
Farm/Ranch Manufactured Housing (4278)	0	0	0	0	0

Residential Schools	Count:	Land:	Imp:	Pers:	Total:
Manufactured Housing Parks (1140, 1240)	0	0	0	0	0
Partially Exempt (Taxable Part) (1150, 1250)	0	0	0	0	0
Property Not Integral to Agricultural Operation (1177, 1277)	0	0	0	0	0
Mfd Housing Not Integral to Agricultural Operation (1278)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Commercial	Count:	Land:	Imp:	Pers:	Total:
Airport - Possessory Interest (2020)	0	0	0	0	0
Entertainment - Possessory Interest (2021)	0	0	0	0	0
Recreation - Possessory Interest (2022)	0	0	0	0	0
Other Comm - Possessory Interest (2023)	0	0	0	0	0
Merchandising (2112, 2212)	0	0	0	0	0
Lodging (2115, 2215)	0	0	0	0	0
Renewable Energy (2117, 2217)	0	0	0	0	0
Offices (2120, 2220)	0	0	0	0	0
Recreation (2125, 2225)	0	0	0	0	0
Limited Gaming (2127, 2227)	0	0	0	0	0
Special Purpose (2130, 2230)	0	0	0	0	0
WareHouse/Storage (2135, 2235)	0	0	0	0	0
Multi-Use (3+) (2140, 2240)	0	0	0	0	0
Commercial Condominiums (2245)	0	0	0	0	0
Partially Exempt (Taxable Part) (2150, 2250)	0	0	0	0	0
Residential Personal Property (1410)	0	0	0	0	0
Comm Personal Property - Possessory Interest (2040)	0	0	0	0	0
Limited Gaming Personal Property (2405)	0	0	0	0	0
Other Commercial Personal Property (2410)	0	0	0	0	0
Lodging Personal Property (2412)	0	0	0	0	0
Renewable Energy Personal Property (2415)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Industrial	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (3020)	0	0	0	0	0
Contract/Service (3112, 3212)	0	0	0	0	0
Manufacturing/Processing (3115, 3215)	0	0	0	0	0
Manufacturing/Milling (3120, 3220)	0	0	0	0	0
Refining/Petroleum (3125, 3225)	0	0	0	0	0
Industrial Condominiums (3230)	0	0	0	0	0
Industrial Personal Property - Possessory Interest (3040)	0	0	0	0	0
Other Industrial Personal (3410)	0	0	0	0	0

Industrial	Count:	Land:	Imp:	Pers:	Total:
Total:	**0**	**0**	**0**	**0**	**0**

Agricultural	Count:	Land:	Imp:	Pers:	Total:
Possessory Interest (4020)	0	0	0	0	0
Sprinkler Irrigation (4107)	0	0	0	0	0
Flood Irrigation (4117)	0	0	0	0	0
Dry Farm Land (4127)	0	0	0	0	0
Meadow Hay Land (4137)	0	0	0	0	0
Grazing Land (4147)	0	0	0	0	0
Orchard Land (4157)	0	0	0	0	0
Farm/Ranch Waste Land (4167)	0	0	0	0	0
Forest Land (4177)	0	0	0	0	0
Farm/Ranch Support Buildings (4279)	0	0	0	0	0
All Other AG Property [CRS 39-1-102] (4180, 4280)	0	0	0	0	0
All Other AG Personal (4410)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Natural Resources	Count:	Land:	Imp:	Pers:	Total:
Coal (5110, 5210)	0	0	0	0	0
Coal (5410)	0	0	0	0	0
Earth or Stone Products (5120, 5220)	0	0	0	0	0
Earth or Stone Products (5420)	0	0	0	0	0
Non-Producing Patented Mining Claims (5140, 5240)	0	0	0	0	0
Non-Producing Patented Mining Claims (5440)	0	0	0	0	0
Non-Producing Unpatented Mining Claim Imps (5250)	0	0	0	0	0
Non-Producing Unpatented Mining Claims (5450)	0	0	0	0	0
Severed Mineral Interests (5170)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Molybdenum (6110, 6210)	0	0	0	0	0
Molybdenum (6410)	0	0	0	0	0
Precious Metals (6120, 6220)	0	0	0	0	0
Precious Metals (6420)	0	0	0	0	0
Base Metals (6130, 6230)	0	0	0	0	0
Base Metals (6430)	0	0	0	0	0
Strategic Minerals (6140, 6240)	0	0	0	0	0
Strategic Minerals (6440)	0	0	0	0	0
Oil Shale/Retort (6150, 6250)	0	0	0	0	0
Oil Shale/Retort (6450)	0	0	0	0	0

Producing Mines	Count:	Land:	Imp:	Pers:	Total:
Total:	**0**	**0**	**0**	**0**	**0**

Oil and Gas	Count:	Land:	Imp:	Pers:	Total:
Producing Oil Primary (7110, 7210)	0	0	0	0	0
Producing Oil Primary (7410)	0	0	0	0	0
Producing Oil Secondary (7120, 7220)	0	0	0	0	0
Producing Oil Secondary (7420)	0	0	0	0	0
Producing Gas Primary (7130, 7230)	0	0	0	0	0
Producing Gas Primary (7430)	0	0	0	0	0
Producing Gas Secondary (7140, 7240)	0	0	0	0	0
Producing Gas Secondary (7440)	0	0	0	0	0
CO2 (7145, 7245)	0	0	0	0	0
CO2 (7445)	0	0	0	0	0
Helium (7147, 7247)	0	0	0	0	0
Helium (7447)	0	0	0	0	0
Oil Shale/In Situ (7150, 7250)	0	0	0	0	0
Oil Shale/In Situ (7450)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7155, 7255)	0	0	0	0	0
Natural Gas Liquids and/or Oil & Gas Condensate (7455)	0	0	0	0	0
Pipeline Gathering System (7460)	0	0	0	0	0
Oil and Gas Rotary Drill Rigs (7470)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

State Assessed	Count:	Land:	Imp:	Pers:	Total:
Total Real (8299)	0	0	0	0	0
Renewable Energy Real (8252)	0	0	0	0	0
Total Personal (8499)	0	0	0	0	0
Renewable Energy Personal (8452)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Exempt Local Governments	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
CEA Facility (9410)	0	0	0	0	0

CBOE Changes:

Exempt Local Governments	Count:	Land:	Imp:	Pers:	Total:
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
EV Charging Stations (9420)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**

Exempt Schools	Count:	Land:	Imp:	Pers:	Total:
Residential Federal Property (9110, 9210)	0	0	0	0	0
Non-Residential Federal Property (9119, 9219)	0	0	0	0	0
Residential State Property (9120, 9220)	0	0	0	0	0
Non-Residential State Property (9129, 9229)	0	0	0	0	0
Residential County Property (9130, 9230)	0	0	0	0	0
Non-Residential County Property (9139, 9239)	0	0	0	0	0
Residential Political Subdivision Property (9140, 9240)	0	0	0	0	0
Non-Residential Political Subdivision Property (9149, 9249)	0	0	0	0	0
CEA Facility (9410)	0	0	0	0	0
Residential Religious Purposes (9150, 9250)	0	0	0	0	0
Non-residential Religious Purposes (9159, 9259)	0	0	0	0	0
Residential Private Schools (9160, 9260)	0	0	0	0	0
EV Charging Stations (9420)	0	0	0	0	0
Non-residential Private Schools (9169, 9269)	0	0	0	0	0
Residential Charitable (9170, 9270)	0	0	0	0	0
Non-residential Charitable (9179, 9279)	0	0	0	0	0
Residential All Other (9190, 9290)	0	0	0	0	0
Non-Residential All Other (9199, 9299)	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**
Grand Total:	**0**	**0**	**0**	**0**	**0**

Prowers - 2026

Abstract of Assessment (CRS 39-5-123)
Colorado Department of Local Affairs - Division of Property Taxation

Summary of CBOE Changes

Description:	Assessed:	CBOE:	Total:	School Dist:	Difference:
Vacant	$551,126	$0	$551,126	$551,126	$0
Residential Local	$34,771,220	$0	$34,771,220	$0	$0
Residential Schools	$39,973,067	$0	$39,973,067	$39,973,067	$0
Commercial	$27,629,763	$0	$27,629,763	$27,629,763	$0
Industrial	$3,601,744	$0	$3,601,744	$3,601,744	$0
Agricultural	$41,065,303	$0	$41,065,303	$41,065,303	$0
Natural Resources	$1,944,292	$0	$1,944,292	$1,944,292	$0
Producing Mines	$0	$0	$0	$0	$0
Oil and Gas	$386,303	$0	$386,303	$386,303	$0
State Assessed	$47,583,200	$0	$47,583,200	$47,583,200	$0
Total Taxable Local:	**$157,532,951**	**$0**	**$157,532,951**	**$0**	**$0**
Total Taxable School:	**$162,734,798**	**$0**	**$162,734,798**	**$162,734,798**	**$0**
Exempt Local	$23,646,763	$0			
Exempt Schools	$23,778,673	$0			
Grand Total School:	**$186,513,471**	**$0**			
Grand Total Local:	**$181,179,714**	**$0**			

Affidavit of Assessor to Assessment Roll

I, ANDREW B. WYATT, the Assessor of Prowers County, Colorado do solemnly swear that in the assessment roll of such county, I have listed and valued all taxable property located therein and that such property has been assessed for the current year in the manner prescribed by law, and that the foregoing Abstract of Assessment is a true and correct compilation of each and every schedule.

_____ Subscribed and sworn to me before this ____ day of _____, AD, 2026

County Assessor

_____

County Clerk

Certification by County Board of Equalization

I, _____, Chairperson of the County Board of County Commissioners, certify that the County Board of Equalization has concluded its hearings, pursuant to the provisions of Article 8 of this title, that I have examined the Abstract of assessment and that all valuation changes ordered by the County Board of Equalization have been incorporated therein.

_____ Subscribed and sworn to me before this ____ day of _____, AD, 2026

Chairperson of the Board

_____

County Clerk

Certification by State Board of Equalization

Taxable Local	$157,532,951	**Taxable School**	$162,734,798
Exempt Local	$23,646,763	**Exempt School**	$23,778,673
Total Local	$181,179,714	**Total School**	$186,513,471

Changes by the State Board of Equalization

(Indicate + or - changes and round each entry to nearest $10)

_____ (code) $_____ (+/-) (amount) _____ (code) $_____ (+/-) (amount)

_____ (code) $_____ (+/-) (amount) _____ (code) $_____ (+/-) (amount)

Local Government	Taxable	Exempt	Total
Net changes by the SBOE:			
Total after net changes by SBOE:			

School	Taxable	Exempt	Total
Net changes by the SBOE:			
Total after net changes by SBOE:			

The State Board of Equalization, having examined this abstract for the year 2026, with changes and/or corrections as approved by the State Board of Equalization, finds the valuation of the property in Prowers to be $_____ and $_____ and certifies the same to be the assessed valuation for the year 2026.

Signed at Denver, Colorado this _____ day of _____, AD, _____

_____
Chairman of the Board

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 9-25-26

Return Originals to: Michelle Hiigel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the N1/2NW1/4SW1/4 of Section 4, Township 22, Range 46. The request is to subdivide off approximately two acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

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 _____

Subdivision Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 8-31-2026 E.L Hall Barbara A. Hall

Applicant's / Representative's Signature

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

Property Owner: Eddie [redacted] & Barbara A Hall

Address: 36455 cty Rd 9

Telephone Number: 719-931-9412 Email: edhall5644@gmail.com

Applicant's Representative: Eddie Hall

Address: 36455 cty rd 9

Telephone Numbers: 719-931 Email: edhall5644@gmail.com

Surveyor or Engineer: brundage Telephone:

Location of Subdivision:

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

Quarter ~~46-22-04~~ N2NW4SW4

Section ~~46~~ 4 Township 22 Range ~~04~~ 46 **or**

Lot _____ Block _____ Subdivision _____

>>>>>>>>>>**Attach Copy of Deed**<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 8000-58-458, Pond.

Current land classification as per Assessor's Records aggracultc

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

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

If YES, attach copy

Proposed Use of Land irrgation pond existing selling irrgated farm this pond supplys water to neighber.

Proposed Water Source existing

Proposed Means of Sewage Disposal existing

Proposed Road Access existing

Proposed Lot Size Approx 2 AC.

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

Prowers County Planning Commission, Chair

Dated this 16 day of Sept, 2026

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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

554502 08/10/2021 03:55:36 PM Page 1 of 2
Jana Coen, Prowers County, Colorado
QCD Rec Fee: $18.00 Doc Fee: $0.00 eRecorded

QUIT CLAIM DEED

THIS DEED made this August 09, 2021, between

Cuchara Land Management, LLC by Eddie Hall, Member

of the said County of Prowers and State of Colorado , Grantor
and

Eddie Hall and Barbara A. Hall

whose legal address is 6020 County Road RR of the said
County of Prowers and State of Colorado, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of ($10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, not in tenancy in common but in joint tenancy, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the Prowers County and State of Colorado, described as follows:

D&C-O-
Exe

SEE EXHIBIT "A" ATTACHED HERETO
also known by street and number as: Rural, CO, Lamar, CO 81052

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

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

Cuchara Land Management LLC Eddie Hall
Cuchara Land Management, LLC **by Eddie Hall, Member**

State of Colorado
County of Prowers

The foregoing instrument was acknowledged before me this 9th day of August, 2021 by Cuchara Land Management, LLC by Eddie Hall, Member.

Witness my hand and official seal.

Susan R. Bergquist
Notary Public: Susan R. Bergquist
My commission expires: March 01, 2025

Susan R. Bergquist
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894002155
MY COMMISSION EXPIRES 03/01/2025

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel No. 1
Township 22 South, Range 46 West of the Sixth Principal Meridian, County of Prowers, State of Colorado
Section 9: All that part of the NW4 lying West of the centerline of the Wheat Ridge Mutual Lateral Ditch, **EXCEPT** the First Subdivision of the NW4 as set forth on plat recorded June 29, 1995 at Reception No. 469365,
EXCEPT the First Subdivision of the E2NW4 as set forth on plat recorded July 29, 2004 at Reception No. 504996 and as corrected by Affidavit September 3, 2004 at Reception No. 505322.

Parcel No. 2, Tract No. 1
Township 22 South, Range 46 West of the Sixth Principal Meridian, County of Prowers, State of Colorado
pasture
Section 5: W2SE4, **EXCEPT** the First Subdivision of the W2SE4 of said Section 5, as set forth on plat recorded March 28, 2016 at Reception No. 540873.

Section 8: NE4, **EXCEPT** the First Subdivision of NE4NE4NE4 as set forth on plat recorded March 19, 1976 at Reception No. 386247.

Parcel No. 2, Tract No. 2
Township 22 South, Range 46 West of the Sixth Principal Meridian, County of Prowers, State of Colorado
Section 4: N2NW4SW4.
pond - house

Section 5: NE4, a/d/a (Lots 1 & 2 and S2NE4); E2SE4. **EXCEPT** the NE4SE4.

USDA United States Department of Agriculture

Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland

Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year

Map Created March 11, 2024

Farm **5178**

Tract **661**

Tract Cropland Total: 224.26 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Hall Subdivison-Irrigation Pond Vicinity Map



National Flood Hazard Layer FIRMette

FEMA



0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/14/2026 at 10:46 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 9-25-26

Return Originals to: Michelle Hiigel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the W1/2SE1/4 of Section 5, Township 22, Range 46. The request is to subdivide approximately five acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a Second Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

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 _____

Pasture

Subdivision Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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Barbara A Hall

Date: 8-4 2026 Eddie Hall

Applicant's / Representative's Signature

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

Property Owner: Eddie Hall Barbara A Hall

Address: 36455 cty Rd 9

Telephone Number: 719-931-9412 Email: edhall5664@gmail.com

Applicant's Representative: Eddie Hall

Address: 36455 cty rd 9

Telephone Numbers: 719-931-9412 Email: ed hall5664@gmail.com

Surveyor or Engineer: Brundage. Telephone:

Location of Subdivision:

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

Quarter W2SE4 ~~S2NE4~~

Section 5 Township 22 Range 46 **or**

Lot ~~1+2~~ Block Subdivision

>>>>>>>>>>**Attach Copy of Deed**<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 8000-40X-900 Pasture

Current land classification as per Assessor's Records agriculture

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

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

If YES, attach copy

Proposed Use of Land existing livestock pasture

Proposed Water Source existing

Proposed Means of Sewage Disposal existing

Proposed Road Access existing

Proposed Lot Size 5 Ac

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

Prowers County Planning Commission, Chair

[signature]

Dated this 16 **day of** Sept **, 20** 26

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

Prowers County Board of County Commissioners, Chair

_____

Dated this _____ **day of** _____**, 20** __

554502 08/10/2021 03:55:36 PM Page 1 of 2
Jana Coen, Prowers County, Colorado
QCD Rec Fee: $18.00 Doc Fee: $0.00 eRecorded

QUIT CLAIM DEED

THIS DEED made this August 09, 2021, between

Cuchara Land Management, LLC by Eddie Hall, Member

of the said County of Prowers and State of Colorado , Grantor
and

Eddie Hall and Barbara A. Hall

whose legal address is 6020 County Road RR of the said County of Prowers and State of Colorado, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of ($10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, not in tenancy in common but in joint tenancy, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the Prowers County and State of Colorado, described as follows:

D&C-0-

SEE EXHIBIT "A" ATTACHED HERETO
also known by street and number as: Rural, CO, Lamar, CO 81052

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

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

Cuchara Land Management LLC Eddie Hall

Cuchara Land Management, LLC **by Eddie Hall, Member**

State of Colorado
County of Prowers

The foregoing instrument was acknowledged before me this 9th day of August, 2021 by Cuchara Land Management, LLC by Eddie Hall, Member.

Witness my hand and official seal.

Susan R. Bergquist

Notary Public: Susan R. Bergquist
My commission expires: March 01, 2025

Susan R. Bergquist
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19884002155
MY COMMISSION EXPIRES 03/01/2025

EXHIBIT "A"
LEGAL DESCRIPTION

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EXCEPT the First Subdivision of the E2NW4 as set forth on plat recorded July 29, 2004 at Reception No. 504996 and as corrected by Affidavit September 3, 2004 at Reception No. 505322.

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Section 4: N2NW4SW4.

Section 5: NE4, a/d/a (Lots 1 & 2 and S2NE4); E2SE4. **EXCEPT** the NE4SE4.

USDA United States Department of Agriculture

Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland

Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year

Map Created March 11, 2024

Farm **5178**

Tract **661**

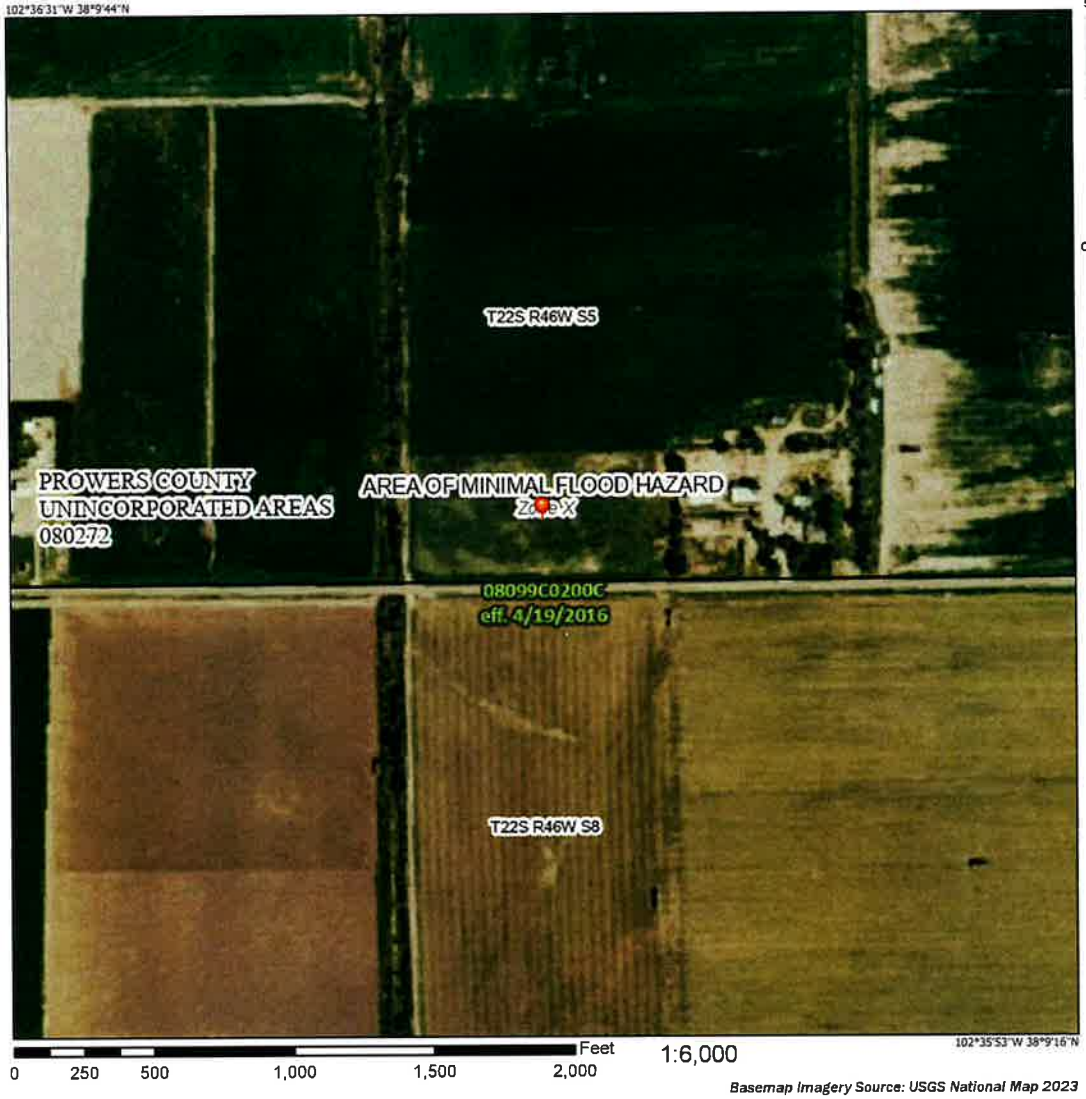
Tract Cropland Total: 224.26 acres

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Hall Subdivison-Pasture Vicinity Map



National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- **SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- **OTHER AREAS OF FLOOD HAZARD**
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
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  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
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  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- **OTHER FEATURES**
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- **MAP PANELS**
  - Digital Data Available
  - No Digital Data Available
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N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

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PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 9-25-26

Return Originals to: Michelle Hiigel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Subdivision Exemption Application by Eddie and Barbara A. Hall in the NE1/4 (a/d/a Lots 1 & 2 and S1/2NE1/4) E1/2SE1/4 of Section 5, Township 22, Range 46. The request is to subdivide off approximately seven acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be a First Subdivision The Subdivision Application was approved September 16, 2026 by the Planning Commission.

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 _____

Subdivision Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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Date: 8-31-2026 Eddi Hall - Barbara Hall

Applicant's / Representative's Signature

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

Property Owner: Eddie Hall Cuchara Land Management LLC (pasture Eddie + Barbara A. Hall (House)

Address: 36455 cty Rd 9

Telephone Number: 719-931-9412 Email: edhall5664@gmail.com

Applicant's Representative: Eddie Hall

Address: 36455 cty rd 9

Telephone Numbers: 719 931-9412 Email: edhall5664@gmail.com

Surveyor or Engineer: Brundage Telephone:

Location of Subdivision:

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

Quarter 46-22-05 NE4 aliq (Lots 1+2-S2NE4) E2SE4

Section 46 Township 22 Range 05 **or**

Lot 1+2 Block Subdivision

>>>>>>>>>>**Attach Copy of Deed**<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 8000-58-431 House ~~Pasture~~

Current land classification as per Assessor's Records agriculture

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

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

If YES, attach copy

Proposed Use of Land Home

Proposed Water Source existing

Proposed Means of Sewage Disposal existing

Proposed Road Access existing

Proposed Lot Size Approx 7-AC.

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

Prowers County Planning Commission, Chair

[signature]

Dated this 16 **day of** Sept **, 2026**

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

Prowers County Board of County Commissioners, Chair

_____

Dated this _____ day of _____, 20__

554502 08/10/2021 03:55:36 PM Page 1 of 2
Jana Coen, Prowers County, Colorado
QCD Rec Fee: $18.00 Doc Fee: $0.00 eRecorded

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Cuchara Land Management, LLC by Eddie Hall, Member

of the said County of Prowers and State of Colorado , Grantor
and

Eddie Hall and Barbara A. Hall

whose legal address is 6020 County Road RR of the said
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D&C-0-

SEE EXHIBIT "A" ATTACHED HERETO
also known by street and number as: Rural, CO, Lamar, CO 81052

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

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

Cuchara Land Management LLC Eddie Hall

Cuchara Land Management, LLC **by Eddie Hall, Member**

State of Colorado
County of Prowers

The foregoing instrument was acknowledged before me this 9th day of August, 2021 by Cuchara Land Management, LLC by Eddie Hall, Member.

Witness my hand and official seal.

Susan R. Bergquist

Notary Public: Susan R. Bergquist
My commission expires: March 01, 2025

Susan R. Bergquist
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894002155
MY COMMISSION EXPIRES 03/01/2025

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pasture
Section 5: W2SE4, **EXCEPT** the First Subdivision of the W2SE4 of said Section 5, as set forth on plat recorded March 28, 2016 at Reception No. 540873.

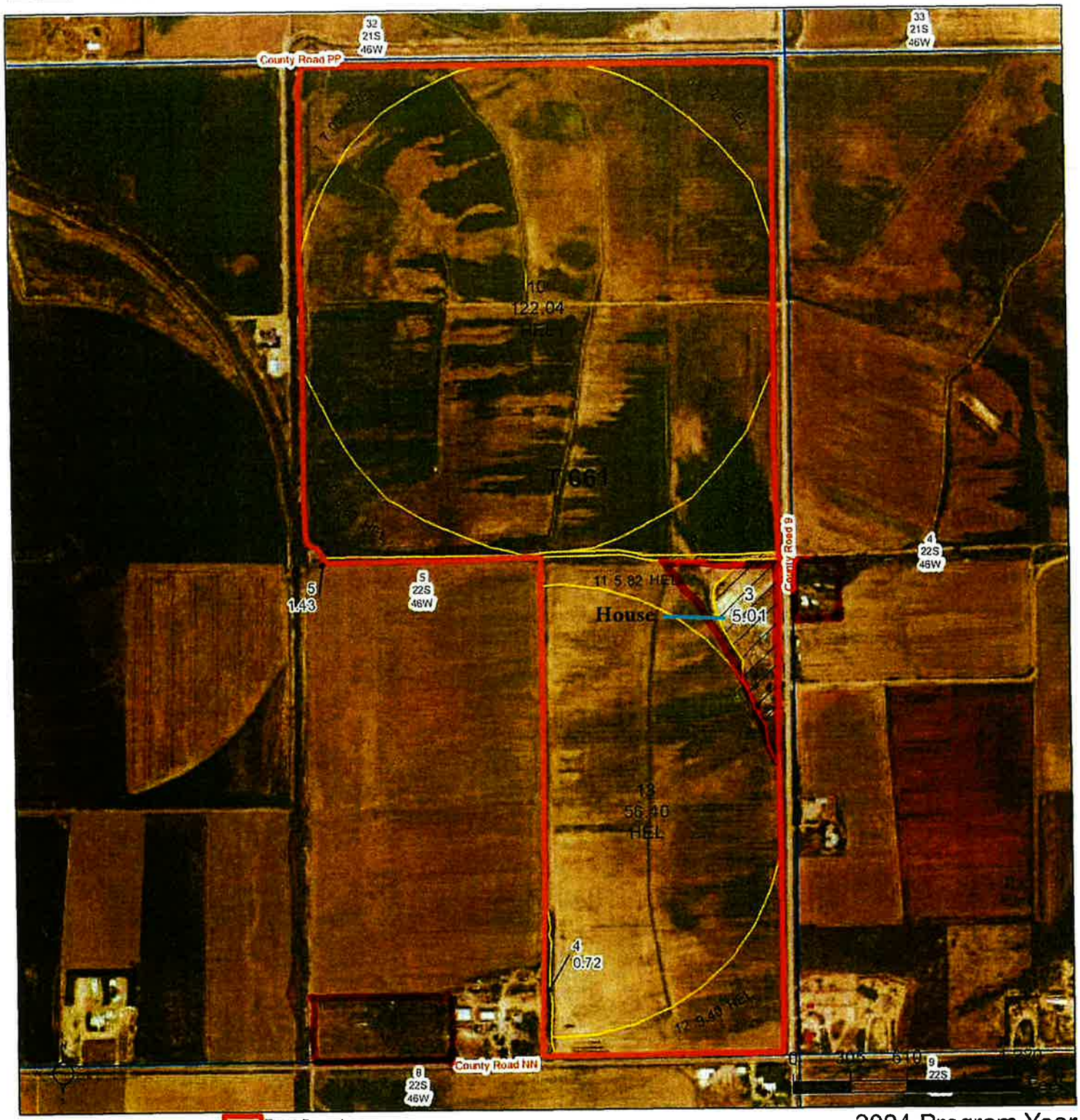
Section 8: NE4, **EXCEPT** the First Subdivision of NE4NE4NE4 as set forth on plat recorded March 19, 1976 at Reception No. 386247.

Parcel No. 2, Tract No. 2
Township 22 South, Range 46 West of the Sixth Principal Meridian, County of Prowers, State of Colorado
pond –
Section 4: N2NW4SW4.

house
Section 5: NE4, *a/d/a* (Lots 1 & 2 and S2NE4); E2SE4. **EXCEPT** the NE4SE4.

USDA United States Department of Agriculture

Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland

Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year

Map Created March 11, 2024

Farm **5178**

Tract **661**

Tract Cropland Total: 224.26 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Hall Subdivison-Home Property Vicinity Map



National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/10/2026 at 4:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 9-25-26

Return Originals to: Michelle Hiigel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of a Subdivision Exemption Application by Tri-State Generation and Transmission Association, Inc., in the SW1/4NW1/4, NE1/4 of Section 24, Township 22, Range 44. The request is to subdivide approximately one acre. The property is located in an A- 1 Irrigated Agriculture zoning district. This will be a Second Subdivision. The Subdivision Application was approved September 16, 2026 by the Planning Commission.

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 _____

Subdivision Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 08/26/2026 _____

Applicant's Representative's Signature

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

Property Owner: Tri-State Generation & Transmission Association, Inc.

Address: 1100 West 116th Ave., Westminister, CO 80234

Telephone Number: (719) 475-2935 Email: steve.gray@tristategt.org

Applicant's Representative: Thomas A. McClernan, P.E., GMS, Inc., Consulting Engineers

Address: 611 N. Weber Street, Ste 300, Colorado Springs, CO 80903

Telephone Numbers: 719-475-2935 Email: tamcclernan@gmsengr.com

Surveyor or Engineer: Thomas A. McClernan, P.E., GMS, Inc. Telephone: (719) 475-2935

Location of Subdivision:

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

Quarter SW1/4, NW1/4, NE1/4

Section 24 Township 22S Range 44W **or**

Lot _____ Block _____ Subdivision _____

>>>>>>>>>>**Attach Copy of Deed**<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) 800034695

Current land classification as per Assessor's Records Agricultural (00800)

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

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

If YES, attach copy

Proposed Use of Land Drinking Water Treatment Facility

Proposed Water Source Bristol Water and Sanitation District North Well

Proposed Means of Sewage Disposal No Sanitary Waste Proposed

Proposed Road Access Frederick Ave., Bristol, CO

Proposed Lot Size 0.94 Acres

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

Prowers County Planning Commission, Chair

_____

Dated this 16 **day of** Sept **, 20**26

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

Prowers County Board of County Commissioners, Chair

_____

Dated this _____ **day of** _____**, 20** __

GMS, INC.
CONSULTING ENGINEERS
611 NORTH WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903-1074

TELEPHONE (719) 475-2935
TELEFAX (719) 475-2938

EDWARD D. MEYER, P.E.
ROGER J. SAMS, P.E.
JASON D. MEYER, P.E.
DAVID R. FRISCH, P.L.S.

THOMAS A. McCLERNAN, P.E.
MARK A. MORTON, P.E.
KEN L. WHITE, P.L.S.

August 24, 2026
Revised: August 26, 2026

Ms. Michelle Hiigel, Land Use Administrator
Prowers County Land Use Office
1001 S. Main St., 2nd Floor
Lamar, CO 81052

Via Electronic Mail: mhiigel@prowerscounty.net
Hard Copy Will Follow

RE: Tri-State Generation and Transmission Association, Inc.
Subdivision Exemption Application – Bristol Water Treatment Plant Parcel
Tax Parcel No. 800034695 (Reception No. 522193)

Dear Ms. Hiigel:

On behalf of Tri-State Generation and Transmission Association, Inc., the owner of record for the parcel referenced above, GMS, Inc., Consulting Engineers is submitting the enclosed Subdivision Exemption Application. The application seeks to subdivide an approximate 0.94-acre parcel located in the SW1/4, NW1/4, NE1/4 of Section 24, Township 22 South, Range 44 West of the 6th Principal Meridian, Prowers County, Colorado. This parcel is proposed to be the site of a new Water Treatment Plant, currently being designed by GMS for the Bristol Water and Sanitation District.

The following items are enclosed for the County's review:

1. Completed Subdivision Exemption Application and Summary Form, signed by GMS as authorized representative;
2. Letter of Consent from the property owner authorizing Thomas A. McClernan, P.E., GMS, Inc., Consulting Engineers to act as the Owner's representative;
3. Proof of ownership (recorded deed);
4. Plot plan of the subject property, drawn to scale;
5. Treasurer's Certification of Taxes Paid; and
6. Non-refundable application fee of $100.00.

The Bristol Water and Sanitation District serves the unincorporated Town of Bristol, Colorado. The District has approximately 61 residential customers with an estimated service population of 149 people. The parcel to be subdivided, as shown on the attached plot plan is currently irrigated. The water rights of this parcel will be retained by Tri-State Generation and Transmission Association.

We respectfully request that this application be placed on the agenda of the next available Prowers County Planning Commission meeting for consideration with subsequent review by the Board of County Commissioners. Please direct any questions or requests for additional information to me at (719) 475-2935.

Thank you for your consideration of this application.

Sincerely,

Thomas A. McClernan, P.E.

TAM/cag
Enclosures

ec: Mr. Dan Burke, Tri-State Generation and Transmission Association, Inc. (w/enclosures)
Mr. Mike Vagher, President, Bristol Water and Sanitation District (w/enclosures)

Docusign Envelope ID: 9BD25F4B-E5BB-85A9-82BC-DF28435C0668

TRI-STATE

July 20, 2026

Michelle Hiigel, Land Use Administrator
Prowers County Land Use Office
Prowers County Planning Commission and Board of County Commissioners
1001 S. Main St., 2nd Floor
Lamar, CO 81052

Re: Letter of Consent — Authorization of Representative for Subdivision Exemption Application

Property: Tax Parcel No. 800034695 (Reception No. 522193); approximately 0.9 acres in the SW/4 NW/4 NE/4, Section 24, Township 22 South, Range 44 West, Prowers County, Colorado

Dear Ms. Hiigel and other Members of the Prowers County Planning Commission and Board of County Commissioners:

Tri-State Generation and Transmission Association, Inc. (the "Owner") is the record owner of the real property located in Prowers County, Colorado, identified as Tax Parcel No. 800034695 and more particularly described in the deed recorded with the Prowers County Clerk and Recorder at Reception No. 522193 (the "Property").

By this letter, the Owner authorizes GMS Consulting Engineers, and its representative Thomas A. McClernan, P.E., to act as the Owner's representative and agent solely in connection with a Subdivision Exemption Application for the Property submitted to Prowers County. This authorization includes the authority to prepare, sign, and submit the application and all supporting documents; to appear and represent the Owner before the Prowers County Planning Commission and the Board of County Commissioners; and to receive and respond to requests for additional information related to the application.

This authorization is effective as of the date written above and remains in effect until the application is finally acted upon by the County, or until the Owner provides written notice of revocation to the Prowers County Land Use Office.

Questions regarding this authorization may be directed to Steve Gray at 303-254-3649 or Steve.Gray@tristategt.org.

Sincerely,

H. Steven Gray
Vice President, Land, Water and Environmental Resources

P.O. BOX 33695
DENVER, CO 80233-0695
303 452-6111
WWW.TRISTATE.COOP

A Touchstone Energy Cooperative

522193

REC # 522193 10/20/2009 02:50:02 PM
WD Page: 1 of 2 R:11.00 D:12.95
Prowers County, CO

WARRANTY DEED

THIS DEED, is dated OCTOBER 20 , 20 09 , and is made between ELMER R. STALFORD

(whether one, or more than one), the "Grantor," of the * County of PROWERS and State of COLORADO and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., A COLORADO COOPERATIVE CORPORATION (whether one, or more than one), the "Grantee," whose legal address is 1100 WEST 116TH AVENUE WESTMINSTER, COLORADO 80234 of the County of ADAMS and State of COLORADO

STATE DOCUMENTARY FEE
Date OCT 20 2009
$ 12.95

WITNESS, that the Grantor, for and in consideration of the sum of - TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION- - - - - - - - - - DOLLARS, ($ 10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of PROWERS and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

DOC FEE 12.95

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

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

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

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

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

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

ELMER R. STALFORD

STATE OF COLORADO
County of PROWERS } ss.

The foregoing instrument was acknowledged before me this 20TH day of OCTOBER , 2009 , by ELMER R. STALFORD.

Witness my hand and official seal.
My commission expires: MARCH 1, 2013

SUSAN R. BERGQUIST NOTARY PUBLIC STATE OF COLORADO

Notary Public

*If in "City and" if applicable

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

REC # 522193 10/20/2009 02:50:02 PM
WD Page: 2 of 2 R:11.00 D:12.95
Prowers County, CO

Exhibit "A" attached to and made a part of the deed from Elmer R. Stalford to Tri-State Generation and Transmission Association, Inc.

Property located in Section 24, Township 22 South, Range 44 West of the Sixth Principal Meridian, County of Prowers, State of Colorado, being more particularly described as follows:

Section 24: NE¼,

TOGETHER WITH AN EASEMENT, in perpetuity, appurtenant to and for access to the lands conveyed herein, twenty-five feet in width, beginning on the West boundary of the First Subdivision of the NW¼NE¼ of Section 24 at the location marked "access" on the Plat thereof recorded September 29, 2009 at Reception No. 521975 in the Prowers County records, thence East approximately 50 feet, thence North to the Northern boundary of said Subdivision, thence East approximately 170 feet to the Eastern boundary of said Subdivision,

TOGETHER WITH AN EASEMENT, in perpetuity, appurtenant to and for access to the lands conveyed herein, twenty-five feet in width, beginning on the Eastern boundary of the First Subdivision of the W½NE¼ and the NW¼SE¼ of Section 24 at the location where said Subdivision is 160 feet wide and the "Concrete Lined Irrigation Ditch" crosses the Eastern boundary of said Subdivision as shown on the Plat thereof recorded September 29, 2009 at Reception No. 521974 in the Prowers County records, thence South along said Eastern boundary of said Subdivision and continuing parallel to said Eastern boundary to the "Centerline Abandoned A.T.S.F. Railroad" as set forth in said Plat,

EXCEPT a tract in the SW¼NE¼ platted as Bristol and shown in the Plat recorded November 22, 1906 at Reception No. 26815 in the Prowers County records;

and EXCEPT a tract to Trustees of Bristol Methodist Episcopal Church in deed recorded August 29, 1907 in Book 65, Page 427 in the Prowers County records;

and EXCEPT a tract to John B. Nichols in a deed recorded December 19, 1908 in Book 56, Page 324 in the Prowers County records;

and EXCEPT a tract to H.L. Moran in deed recorded May 4, 1912 in Book 83, Page 370 in the Prowers County records

and EXCEPT the First Subdivision of the NW¼NE¼ of Section 24 as set forth on the Plat recorded September 29, 2009 at Reception No. 521975 in the Prowers County records;

and EXCEPT the First Subdivision of the W½NE¼ and NW¼SE¼ of Section 24 as set forth on the Plat recorded September 29, 2009 at Reception No. 521974 in the Prowers County records.



BWSD – BRISTOL WATER AND SANITATION DISTRICT

N

0' 60' 120'

SCALE: HORIZ. 1" = 60'

LAND ACQUISITION FIGURE.DWG

BRISTOL WATER & SANITATION DISTRICT PLOT PLAN

GMS, INC.

CONSULTING ENGINEERS
611 N. WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903

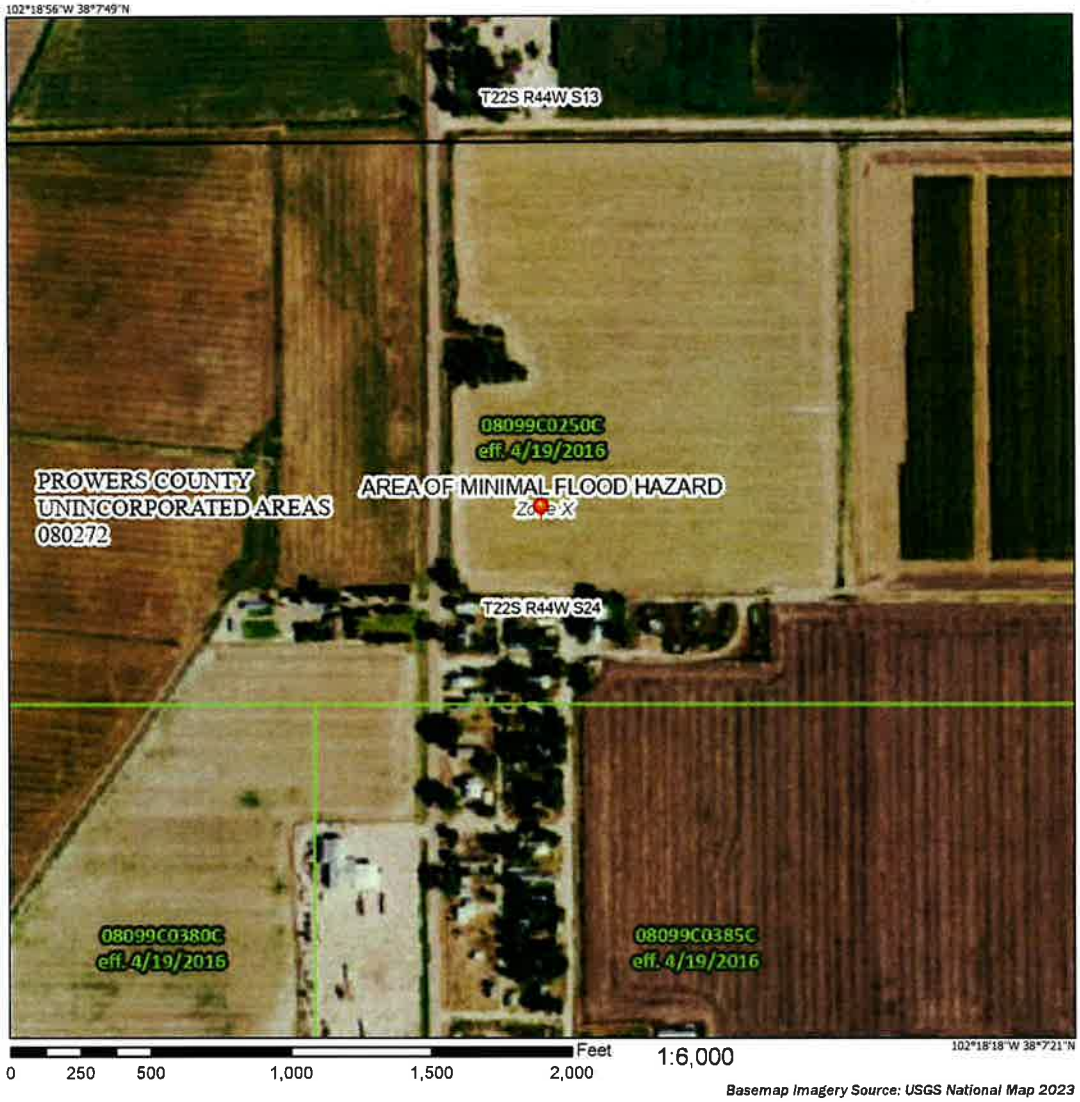
AUGUST 2026

J:\BRISTOL W&S\Water\2022 Water System Improvements\Plats & Deeds\Land Acquisition Figure.dwg, 8.5x11, 8/10/2026 1:24:51 PM, jjr, DWG To PDF.pc3, 1:1.04

Tri-State Subdivision-Bristol Water District



National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
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- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
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- Levee, Dike, or Floodwall

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- Coastal Transect
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- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

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The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/14/2026 at 11:15 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: October 13, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: September 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 of Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU effective January 1, 2026 through December 31, 2026 with Chaffee County and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

MEMORANDUM OF UNDERSTANDING
Between
CHAFFEE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

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

RATE FOR SERVICES:

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

   a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Chaffee County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Chaffee County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Chaffee County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Chaffee County may request. Chaffee County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Chaffee County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	239
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	241
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	193
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 6,176.00
Estimated number of APS reports Jan 2026 – Dec 2026	65
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 2,080.00
Total Investment for Call Coverage services	$ 8,256.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN CHAFFEE COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Chaffee County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Chaffee County. Chaffee County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Chaffee County. Chaffee County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Chaffee County's Trails Inbox. HCCC will notify Chaffee County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Chaffee County to check the pending queue and manage the final disposition of all records.
   a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Chaffee County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Chaffee County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Chaffee County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Chaffee County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Chaffee County main Department of Human Services number. Chaffee County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Chaffee County, HCCC will transfer the call to a Chaffee County on-call designee. If the Chaffee County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Chaffee County will confirm receipt and update in the THA.
   a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
   b. Notification to Chaffee County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF CHAFFEE COUNTY:

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

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Chaffee County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed by: Initial KS

Signed: _____

1B911FB0802B4D2...

Name: Gina Lucrezi

Title: Board Chair Chaffee County Commissioner 9/16/2026

Entity: Chaffee County Government

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/16/26

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 Subcontractor Agreement between The Cornerstone Resource Center and Prowers County Department of Human Services for the purposes of administering the Promoting Safe and Stable Families programming in Prowers, Kiowa and Baca County through September 30, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Agreement.

Justification or Background:

Fiscal Impact: This creates revenue for the Fatherhood program.

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

Approved by the County Attorney on: 9-16-2026

Additional Approvals (if required):

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

THANK YOU!

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (the "Agreement") is dated this _____day of _____, _____.

CLIENT	CONTRACTOR
The Cornerstone Resource Center	Prowers County Department of Human Services
111 W Parmenter St, Lamar, CO 81052, USA	1001 S Main St, Lamar, CO 81052, USA
(the "Client")	(the "Contractor")

BACKGROUND

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

    - Promoting Safe and Stable Families:

      Patrick Christensen - The Fatherhood Program expects to accomplish the outlined program goals which include:

      • To strengthen fathers' well-being and prevent child maltreatment through wrap-around services, including comprehensive case management and connections to community-based services and supports that increase healthy relationships, economic security, and parenting competence, and.
      • To build capacity of key partners to more effectively serve fathers and to improve the well-being of children by increasing the proportion of children growing up with involved,

responsible and committed fathers.

Provide robust, comprehensive coordinated case management services to fathers – The fatherhood advocate will provide specialized
outreach to fathers to assist with supporting healthy relationships, accessing community resources, improving economic security and increasing parenting and co-parenting competencies to assist with reaching identified barriers and goals.

Facilitate Nurturing Fathers Curriculum and/or Nurturing Dads and Partners Program – subcontract with Prowers County Department of Human Services.

The fatherhood advocate will facilitate a fatherhood class including facilitating the Nurturing Fathers 13-week training course that helps teach parenting and nurturing skills. The class topics include: The Roots of Fathering, Nurturing Ourselves/Our Children, Fathering Sons/Fathering Daughters, Discipline Without Violence, Playing with Children, Managing Anger/Resolving Conflict, Teamwork with Spouse/Partner, Balancing Work and Fathering, Communication and Problem Solving, Cultural Influences, Dealing with Feelings, and The Father I Choose To Be.

The fatherhood advocate will facilitate The Nurturing Dads and Partners Program. The NDAP program builds fathers' skills and family protective factors including parental resilience, social connections, and knowledge of parenting and child development. NDAP also incorporates cultivating empathy and improving communication with children and co-parents.
The fatherhood advocate will complete AAPI pre and post with fathers who have engaged in the Nurturing Fathers Program. We plan to serve 30
fathers with this program.

Strengthening Families Protective Factors– The fatherhood advocate will integrate the Strengthening Families Protective Factors throughout all services provided.

Material Dissemination– The fatherhood advocate will disseminate flyers, posters and information regarding to the services offered by the fatherhood program. The fatherhood advocate will participate in resource fairs, social media campaigns and programs offering information to the public.

Administer Program Surveys/Tools – The fatherhood advocate will complete all intake paperwork, CFSA, Goal Setting Worksheet.

Data Collection– The fatherhood advocate will enter information gathered, contacts and activities into the Salesforce data system.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until September 30, 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to September 30, 2027, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for the Services as follows (the "Compensation"): $25000.00 to pay for wages until the end of contract September 30, 2027.
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
Mileage reimbursement due to travel to meet with clients in Prowers, Kiowa, and Baca Counties.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose,

any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

14. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

18. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. The Cornerstone Resource Center
111 W Parmenter St, Lamar, CO 81052, USA

b. Prowers County Department of Human Services
1001 S Main St, Lamar, CO 81052, USA

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount

whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

SEVERABILITY

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____day of _____, _____.

_____

WITNESS: _____

The Cornerstone Resource Center
Per: _____(Seal)
Officer's Name: _____

_____

WITNESS: _____

Prowers County Department of Human Services
Per: _____(Seal)
Officer's Name: _____

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PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 7/28/26

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 10/30/26

Item Title/Recommended Board Action:

Consider approval of First Amendment to the Colorado Retirement Association (CRA) Retirement and Trust Agreement (Amended and Restated effective as of January 1, 2020) for updated selections and amendments to the Participation Agreements.

Justification or Background:

Approved final documents will be presented at the 10/20/26 meeting for signature.

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 _____

FIRST AMENDMENT
TO THE
COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT
(Amended and Restated Effective as of January 1, 2020)

1. **Plan Sponsor**: Colorado Retirement Association ("CRA").

2. **Recitals**: Pursuant to authority granted in Section 12.1 of the Colorado Retirement Association Retirement Plan and Trust Agreement (Amended and Restated as of January 1, 2020) (the "Plan"), CRA, as Plan sponsor, wishes to amend the Plan to permit discretionary employer matching contributions. Coincidently, CRA wishes to update the Plan's Participation Agreement to permit Participant Employers to adopt discretionary employer matching contributions, and to make other non-substantive modifications.

The following Amendment and revised Participation Agreement has been authorized and filed with the Governing Board and the Trustee in accordance with Section 12.1(c) of the Plan.

3. **Amendment of the Plan**: The following Amendment to the Plan is adopted effective July 1, 2020:

A. Section 1.1 of the Plan is hereby amended to read in full as follows:

1.1 ***Account*** or ***Accounts*** means, for each Participant, the Employer Contributions Account, the Mandatory Participant Contributions Account, the Voluntary Contributions Account, the Discretionary Employer Matching Contributions Account and the Deductible Voluntary Contributions Account. ***Account*** may also include a Rollover Contributions Account. Unless otherwise specified herein, ***Account*** means all such Accounts.

B. New Section 1.14.1 is hereby added to the Plan to read in full as follows:

1.14.1 ***Discretionary Employer Matching Contributions*** means the contributions described in Section 3.8.

C. New Section 1.20.2 is hereby added to the Plan to read in full as follows:

1.14.2 ***Discretionary Employer Matching Contributions Account*** means account described in Section 11.5(a)(7).

D. Section 1.54 of the Plan is hereby amended to read in full as follows:

1.54 ***Years of Service*** means, for purposes of determining Employer Contributions, Discretionary Employer Matching Contributions or vesting of Participant Accounts, the number of twelve (12) continuous Months of Service with the Participating Employer.

E. Section 2.4 of the Plan is hereby amended to read in full as follows:

2.4 **TERMINATION OF EMPLOYMENT**. Except for Employer Contributions, Discretionary Employer Matching Contributions, Prior Service Benefit Contributions and Mandatory Participant Contributions based upon Compensation earned prior to a Participant's Termination Date but not yet allocated to his or her Accounts, as well as the earnings, losses and net changes in the fair market value of the Participant's Account, contributions to the Plan will cease upon a Participant's Termination Date. Effective January 1, 2009, a Participant on qualified military service (within the meaning of Code Section 414(u)) for more than thirty (30) days will be considered to have terminated employment for purposes of taking a distribution of his or her Account.

F. Subsection 3.5(a) of the Plan is hereby amended to read in full as follows:

(a) ***One Employer Plan***. If the Participant does not participate in, and has never participated in another qualified plan or a welfare benefit fund (within the meaning of Code Section 419(e)), an individual medical account (within the meaning of Code Section 415(1)(2)), or a simplified employee pension (within the meaning of Code Section 408(k)), which is maintained by the Association or a Participating Employer and provides an Annual Addition, the amount of Annual Additions which may be credited to a Participant's Accounts for any Limitation Year will not exceed the Maximum Permissible Amount. If the contributions that would otherwise be contributed or allocated to a Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amounts contributed or allocated will be reduced (with Voluntary Contributions and Mandatory Participant Contributions being first reduced, followed by Discretionary Employer Matching Contributions and then Employer Contributions) so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

G. Subsection 3.5(c)(1)(A) of the Plan is hereby amended to read in full as follows:

(1) *Annual Additions*.

(A) *Amounts Included*. "Annual Addition" means the sum of the following amounts credited to a Participant's Accounts for the Limitation Year:

(i) Employer Contributions;

(ii) Discretionary Employer Matching Contributions;

(iii) Prior Service Benefit Contributions;

(iv) Mandatory Participant Contributions;

(v) Voluntary Contributions;

(vi) Forfeitures;

(vii) amounts allocated after March 31, 1984 to an individual medical account (within the meaning of Code Section 415(1)(2)), that is part of a pension or annuity plan maintained by the Association or a Participating Employer and amounts derived from contributions paid or accrued in years beginning on or after January 1, 1986 that are attributable to post-retirement medical benefits allocated to the separate account of a key employee (within the meaning of Code Section 419A(d)(3)), under a welfare benefit fund (within the meaning of Code Section 419(e)), that is maintained by the Association or a Participating Employer; and

(viii) allocations under a simplified employee pension that is maintained by the Association or a Participating Employer.

For this purpose, any Excess Amount applied under Section 3.5(a) or Section 3.5(b) in the Limitation Year to reduce Employer Contributions or Discretionary Employer Matching Contributions will be considered Annual Additions for such Limitation Year.

H. New Section 3.8 is hereby added to the Plan to read in full as follows:

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.**

(a) ***Amount of Discretionary Employer Matching Contributions.*** If so elected in the applicable Participation Agreement, the Participating Employer may contribute a Discretionary Employer Matching Contribution on behalf of each Participant in an amount, if any, as the Participating Employer may determine in its sole discretion. Such amount (if any) will be made on behalf of each Participant and is on account of each Participant's deferred contributions into the plan identified in the Participating Employer's Participation Agreement, and Compensation for the calendar year during the period that the Participant is eligible to participate as provided in Section 2.1.

(b) ***Eligibility for Discretionary Employer Matching Contributions.*** A Participant is eligible for an allocation of Discretionary Employer Matching Contributions for any period in which he or she is employed in the capacity required by the Participating Employer's standard personnel practices.

I. Section 5.1 of the Plan is hereby amended to read in full as follows:

5.1 **VESTING OF PARTICIPANT'S ACCOUNTS.**

(a) ***Employee Contributions.*** A Participant is fully vested in his or her Mandatory Participant Contributions Account, Voluntary Contributions Account, Deductible Voluntary Contributions Account and Rollover Contributions Account.

(b) ***Employer Contributions.***

(1) *General*. An Employee-Participant will become vested in his or her Employer Contributions Account, Discretionary Employer Matching Contributions Account and Prior Service Benefits Account at the Participating Employer's percentage elected in the applicable Participation Agreement based upon the Participant's Months of Service or based upon the Participant's Years of Service as specified in the Participation Agreement. The Participant will be credited with a Month of Service for vesting purposes for the calendar month in which the Participant's Termination Date falls, regardless of the number of days worked in such month.

(2) *Officials*. An Official is fully vested in his or her Employer Contributions Account, Discretionary Employer Matching Contributions Account and Prior Service Benefit Contributions Account.

(3) *Normal Retirement Age, Disability and Death or Presumed Death*. Notwithstanding Section 5.1(b)(1) and without regard to the Participating Employer's Participation Agreement election, an Employee-Participant will become fully vested and have a non-forfeitable interest in his or her Employer Contributions Account, Discretionary Employer Matching Contributions Account and Prior Service Benefit Contributions Account upon the Participant's Normal Retirement Age, the date of the Employee-Participant's Disability, or upon the date of the Participant's death or presumed death during active employment. If a Participant dies or is presumed deceased while performing qualified military service (within the meaning of Code Section 414(u)), the Plan will treat the Participant as having died during active employment and will be fully vested in his or her Account.

(4) *Termination of Plan*.

(A) In the event the Plan is terminated, each Participant will become fully vested and have a non-forfeitable interest in his or her Employer Contributions Account, Discretionary Employer Matching Contributions Account and Prior Service Benefit Contributions Account.

(B) In the event the Plan is partially terminated, or if any amendment to this Plan permanently terminates a Participating Employer's obligation to make contributions to the Trust, each affected Participant will become fully vested and have a non-forfeitable interest in his or her Employer Contributions Account, Discretionary Employer Matching Contributions Account and Prior Service Benefit Contributions Account.

(c) ***Reemployment Date More Than Thirty (30) Days After Termination Date***. A Participant who has a Termination Date with an Association Member (including the Participating Employer) more than thirty (30) days before his or her Reemployment Date will be considered a new Employee of the Participating Employer as of his or her Reemployment Date for purposes of determining vesting credit for Employer

Contributions, Discretionary Employer Matching Contributions and Prior Service Benefit Contributions of the Participating Employer for which the Participant has a Reemployment Date.

(1) *Prior Service with Participating Employer or Association Member if Reemployment Date Within One (1) Year From Termination Date.* Notwithstanding the foregoing, the Participating Employer may elect in the applicable Participation Agreement to grant vesting credit for prior periods of employment. The Participating Employer must specify the period in which the Participant must have a Reemployment Date following his or her Termination Date, not to exceed twelve (12) months.

(2) *Reemployment Date More Than One (1) Year From Termination Date.* A Participant having a Reemployment Date more than one (1) year following his or her Termination Date will be considered a new Employee regardless of the Participating Employer's Participation Agreement election and will not be granted vesting credit for prior periods of employment.

(d) ***Reemployment Date Within Thirty (30) Days After Termination Date.*** If a Participant has a Termination Date with an Association Member (including the Participating Employer) and has a Reemployment Date with the Participating Employer within thirty (30) days of his or her Termination Date, such Employee will be deemed to have "transferred" employment from the Association Member (including the Participating Employer) to the Participating Employer, and the Participant will receive vesting credit for service prior to such transfer.

(e) ***No Vesting Credit Following Complete Distribution.*** A Participant who has taken a full distribution of his or her vested Account following a Termination Date, whether by direct distribution or rollover, will be considered a new Employee upon his or her Reemployment Date in all events, regardless of the Participating Employer's Participation Agreement election, and will not be granted vesting credit for eligibility for prior periods of employment.

(f) ***Service with Participating Employer Prior to Adoption of this Plan.*** Unless otherwise elected by the Participating Employer in the applicable Participation Agreement, service of any Employee with the Participating Employer during any period in which such Participating Employer did not maintain this Plan will not be credited for vesting service.

(g) ***Leaves of Absence.*** Any Participant on an Authorized Leave of Absence will continue to receive vesting service while on the Authorized Leave of Absence.

(h) ***Change in Status.*** A Participant who experiences a change in status as described in Section 2.6 will continue to receive vesting service during the change in status period.

J. Section 5.2 of the Plan is hereby amended to read in full as follows:

5.2 VALUATION OF ACCOUNTS. The value of a Participant's interest in the Trust Fund as of his or her Termination Date will be the vested portion of such Participant's Accounts as of the

Valuation Date coinciding with or next preceding his or her Termination Date plus any Employer Contributions, Discretionary Employer Matching Contributions and Prior Service Benefit Contributions based upon Compensation earned prior to his or her Termination Date but not yet allocated to his or her Accounts, and plus the Participant's contributions, if any, described under Section 3.3, from the date of contribution to his or her Termination Date but not yet allocated to his or her Accounts.

K. Section 11.5 of the Plan is hereby amended to read in full as follows:

11.5 **PARTICIPANT'S ACCOUNTS**. For each Participant, the Governing Board will maintain or cause the Plan's record-keeper to maintain the applicable accounts provided for in this Section 11.5. The accounts provided for by this Section 11.5 are maintained for accounting purposes only and a segregation of the assets of the Trust Fund to each Account is not required.

(h) Each Participant's interest in the Plan may consist of the following Accounts:

(1) *Employer Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Employer Contributions Account for each Participant to account for the Employer Contributions of each Participant.

(2) *Mandatory Participant Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Mandatory Participant Contributions Account for each Participant to account for the Mandatory Participant Contributions of each Participant.

(3) *Voluntary Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Voluntary Contributions Account for each Participant to account for the Voluntary Contributions, if any, of each Participant.

(4) *Deductible Voluntary Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Deductible Voluntary Contributions Account for each Participant to account for the Deductible Voluntary Contributions of each Participant.

(5) *Prior Service Benefit Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Prior Service Benefit Contributions Account for each Participant to account for the Prior Service Benefit Contributions, if any, of each Participant.

(6) *Rollover Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate Rollover Contributions Account for each Participant to account for Rollover Contributions, if any, of each Employee or Official.

(7) *Discretionary Employer Matching Contributions Account*. The Governing Board will maintain, or cause the Plan's record-keeper to maintain, a separate

Discretionary Employer Matching Contributions Account for each Participant to account for the Employer Matching Contributions, if any, of each Participant.

(i) ***Termination Date***. Upon a Participant's Termination Date with the Participating Employer, the Participant's vested Account will remain in the Trust Fund. If any non-vested interest of a Participant remains in the Trust Fund after such Participant's Termination Date, such non-vested interest will be forfeited in accordance with Section 5.3. If no vested interest of a Participant remains after the date of such forfeiture, the applicable Accounts of such Participant will be closed.

L. Section 13.5 of the Plan is hereby amended to read in full as follows:

13.5 **SUSPENSION OF CONTRIBUTIONS**. A Participating Employer, by action of its governing body, may suspend participation in the Plan at any time in accordance with this Section 13.5 (the effective date of such suspension being the "suspension date"). Upon a suspension, the Participating Employer will continue to be a Participating Employer for all purposes of the Plan other than Employer Contributions, Discretionary Employer Matching Contributions, Prior Service Benefit Contributions and Mandatory Participant Contributions.

4. **Terms and Conditions of Plan**. Except for the Amendment in Paragraph 3, all terms and conditions of the Plan are unamended and shall remain in full force and effect.

5. **Participation Agreement**. The Plan's Participation Agreement may be updated to reflect the Amendment in Paragraph 3.

6. **Execution**. Colorado Retirement Association has executed this Amendment as of the date set forth below.

Dated this 19th day of June, 2020.

COLORADO RETIREMENT ASSOCIATION
PLAN SPONSOR

By: Timothy Mullen

Title: CRA Executive Director

14694093_v4

COLORADO RETIREMENT ASSOCIATION
DEFERRED COMPENSATION PLAN

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Prowers County

Association Member Original Participation Date: October 1, 1969

Participation Agreement Effective Date: October 13, 2026

Prior Participation Agreement Date: August 21, 2012
Please indicate the effective date of the last Participation Agreement

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PREAMBLE

I. **AGREEMENT**. By this Agreement, by and between Colorado Retirement Association ("Association") and the Association Member specified in this Participation Agreement ("Agreement"), the Association Member adopts as a Participating Employer the Colorado Retirement Association Deferred Compensation Plan and Trust Agreement (the "Plan"), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN**. The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer's participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant's Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN**. The Participating Employer has reviewed the Plan, and in particular Article 12 of the Plan. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR**. The Participating Employer approves and confirms the Trustee and Administrator designated by the Association to serve in each such capacities.

V. **ASSOCIATION AS AGENT**. The Participating Employer irrevocably designates the Association as its agent as set forth in Article 12 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform the specific acts and to exercise the specific powers granted under the Plan. The Association

or its designee shall have authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees, to effectuate the purpose of the Plan.

VI. **PARTICIPANT AND PARTICIPATING EMPLOYER CONTRIBUTIONS**. All contributions made by the Participants and Participating Employer under the Plan and this Participation Agreement shall be determined separately by each Participating Employer and shall be allocated only among the eligible Participants of the Participating Employer making the contribution.

* * * * * * * *

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

2.2(d) **DESIGNATED ROTH DEFERRALS**.

[Specify one option only.]

☒ Designated Roth Deferrals are permitted.

☐ Designated Roth Deferrals are *not* permitted.

2.11 **EMPLOYER CONTRIBUTIONS**.

[Specify one option only.]

☒ The Participating Employer elects not to make Employer Contributions.

☐ The Participating Employer elects to make Employer Contributions for Eligible Employees, per the Employer 457 Contribution Policy.

6.1 **LOANS TO ELIGIBLE BORROWERS**.

[Specify one option only.]

☐ Participant loans are *not* permitted.

☒ Participant loans are permitted in accordance with Article 6 of the Plan and loan procedures adopted by the Association.

* * * * * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20_____.

Prowers County

Participating Employer

By:_____

Title: _____

Dated this _____ day of _____, 20_____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By:_____

Title: CRA Executive Director

14004943_v2

COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Prowers County

Association Member Original Participation Date: October 1, 1969

Participation Agreement Effective Date: October 13, 2026

Prior Participation Agreement Date: January 1, 2014
Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT**. By this Agreement, by and between Colorado Retirement Association ("Association") and the Association Member specified in this Participation Agreement ("Agreement"), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the "Plan"), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN**. The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer's participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant's Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN**. The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR**. The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT**. The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS**. All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE**. "Eligible Employee" means the following:

[Specify one option only.]

☐ ***All Employees***. Every Employee of the Participating Employer.

☒ ***All Benefitted Positions***. Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer's standard personnel practices.

☐ Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.

☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION**. An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

☒ Immediately as of:

- ☒ The Eligible Employee's Date of Hire.
- ☐ The first day of the Eligible Employee's first full payroll period.

☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).

☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official's commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.

☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.

☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.

☒ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

☒ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.

☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.

☐ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS**. The Participating Employer will make an Employer Contribution for each Participant **(no less than three percent (3%))** for each Plan Month as specified below.

[Specify one option only.]

☒ The Participating Employer will contribute 5 % of the Compensation of such Participant for the Plan Month.

☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.

☐ The Participating Employer will contribute for each Participant:

- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service

☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS**. The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

☒ Not Applicable. Employer is an existing Participating Employer.

☐ The Participating Employer elects not to make Prior Service Benefit Contributions.

☐ The Participating Employer will contribute to each Participant ____% *(no less than three percent (3%))* of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

A. The ***Prior Service Period*** is _____ *(number from one to five)* twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.

B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over _____ *(number from one (1) to thirty-six (36))* continuous calendar month(s)) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) MANDATORY PARTICIPANT CONTRIBUTIONS. Each Participant will make a contribution **(no less than three percent (3%))** for each Plan Month as specified below.

[Specify one option only.]

☒ The Mandatory Participant Contribution will equal 5 % of the Compensation of such Participant for the Plan Month.

☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of _____% and a maximum of _____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**

☐ The Mandatory Participant Contribution will equal:

- ____% of Compensation based on ____ attained of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service
- ____% of Compensation based on ____ attained Years of Service

☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS**. Mandatory Participant Contributions will be:

[Specify one option only.]

☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*

☐ After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS**. The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

☒ Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.

☐ The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.

☐ _____ [Name of 457(b) plan].

* *Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.*

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS**. In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.†

[Specify one option only.]

☐ ***Immediate Vesting***. A Participant is 100% vested upon Plan participation.

☒ ***Graded Vesting***. A Participant will vest pro rata monthly at 20 % annual rate. (must be more than 10%).

☐ ***Specified Vesting***. A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):

1st Year of Service: _____%

2nd Year of Service: _____%

3rd Year of Service: _____%

4th Year of Service: _____%

5th Year of Service: _____%

6th Year of Service: _____%

† *Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.*

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.

☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.

☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(f) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Specify one option only.]

☒ Not Applicable. Employer is an existing Participating Employer.

☐ ***Past Service Credit.*** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

[Specify one option only.]

☐ Not Applicable. Participants are 100% vested in their Accounts.

☒ In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.

☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

☐ Participant loans are *not* allowed.

☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

☒ Bonuses.

☐ Overtime pay.

☐ Premiums for shift differential.

☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.

☐ Holiday pay.

☐ Vacation pay.

☐ Sick pay.

☐ Paid Time Off (PTO).

☒ All post-severance compensation.

☐ Other *[please specify]*:_____.

* * * * * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Prowers County
Participating Employer

By:_____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By:_____

Title: CRA Executive Director

13845387_v12

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Anthony Letteer, PATs

Submitted to the County Administration Office on: 9/28/2026

Return Originals to: Anthony Letteer & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 10/31/26

Item Title/Recommended Board Action:

Consider approval of Grant Agreement for CTE Funding in the amount of $104,478.00 for the purpose of expansion of public transportation services and there is no local match required and authorizing all the Commissioners to execute the Agreement electronically.

Justification or Background:

The Board of County Commissioners previously authorized Prowers Area Transit to apply for the 2026 CTE expansion grant to support expanded operating hours and transportation services throughout Prowers County.

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 _____

Routing #: 27-HTR-ZL-00054
PO #: 491004296

State of Colorado Grant Agreement

Cover Page

State Agency

Clean Transit Enterprise

Grantee

Prowers County

Agreement Maximum Amount

Initial Term

State CTE Funds (at 100% or less) $104,478.00

Local Funds (at 0% or more) $0.00

Agreement Total $104,478.00

Agreement Number

Routing #: 27-HTR-ZL-00054

PO #: 491004296

Agreement Performance Beginning Date

The Effective Date

Initial Agreement Expiration Date

July 31, 2028

Fund Expenditure End Date

July 31, 2028

Agreement Authority -

Authority to enter into this Agreement Exists in CRS §§43-1-106, 43-1-110, 43-1-701, 43-1-702, 43-4-1203, 24-1-105, and 24-77-108.

Agreement Purpose

The purpose of this Agreement is to provide funding for Prowers County to facilitate the expansion of public transportation services and to support the goals of the CTE 10 Year Plan and Statewide Transit Plan.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, PII Certification

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

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit B, Sample Option Letter.

Principal Representatives

For the State:
Lindsay Miller
Clean Transit Enterprise
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204
Lindsay.Miller@state.co.us

For Grantee:
Anthony Letteer
Prowers County
200 East Hickory Street
Lamar, CO 81052
aletteer@prowerscounty.net

Routing #: 27-HTR-ZL-00054
PO #: 491004296

Signature Page

The Parties hereto have executed this agreement

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

GRANTEE
Prowers County

By: _____
Roger Stagner,
County Commissioner (Chair)

Date: _____

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation
Clean Transit Enterprise

By: _____
Craig Secrest, Program Administrator

Date: _____

GRANTEE
Prowers County

By: _____
Ty Harmon,
Commissioner

Date: _____

GRANTEE
Prowers County

By: _____
Ron Cook,
Commissioner

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **RESERVED**

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit A.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

F. **RESERVED**

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. **"End of Term Extension"** means the time period defined in §2.D2.D.

K. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. **"Extension Term"** means the time period defined in §2.C.

M. **RESERVED**

N. **RESERVED**

O. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. **"Initial Term"** means the time period defined in §2.B2.B.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **RESERVED**

U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

V. **RESERVED**

W. **RESERVED**

X. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Y. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Z. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

AA. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

BB. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

CC. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

DD. **RESERVED**

EE. **RESERVED**

FF. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

GG. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

HH. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this

subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. RESERVED

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of

the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information - State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. RESERVED

ii. RESERVED

iii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy

of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under

this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. RESERVED

U. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **Fund Availability. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **Governmental Immunity.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **Independent Contractor.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**

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

F. **Choice of Law, Jurisdiction, and Venue.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **Prohibited Terms.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any

way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **Software Piracy Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Routing #: 27-HTR-ZL-00054
PO #: 491004296

Exhibit A, Statement of Work and Conditions

Project Description	2026-CTE: Service Expansion		
Project/Period of Performance Start Date		The Effective Date	
Project/Period of Performance End Date		July 31, 2028	
Grantee	Prowers County	**UEID #**	Y8C4HSXY95M6
Contact Name	Anthony Letteer	**Vendor #**	2000368
Address	200 East Hickory Street Lamar, CO 81052	**Phone #**	719-336-8039
Email	aletteer@prowerscounty.net	**Indirect Rate**	N/A
WBS*	27633.10.50	**ALI**	30.09.00
Total Project Budget			**$104,478.00**
State CTE - O&G Funds (at 0% or less)			$104,478.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$104,478.00**

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

A. Project Description

Prowers County shall use CTE - O&G operating funds, along with local matching funds, to expand public transportation services to assist the CTE in achieving the following goals:

1. Reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles;

2. Invest in public transit, including vehicles, infrastructure, equipment, materials, supplies, maintenance, and operations and staffing, to achieve the level of frequent, convenient, and reliable transit that is known to increase ridership by replacing car trips with bus and rail trips and forms of transit known to support denser land use patterns that further reduce pollution due to shorter trip lengths and greater walking and cycling mode share;

3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

Prowers County shall use operating funds to achieve the above goals by implementing the specific plans identified in their Comprehensive Operational Analysis (COA) which includes spending on any or all of the following eligible activities:

- Prowers Area Transit is expanding its operations to provide seven-day-a-week public transportation service. The agency will operate up to 10 hours per day, improving transportation access and availability for residents throughout the service area. This project will expand service coverage into additional communities and destinations, increasing mobility options for riders, improving access to employment, healthcare, education, and essential services, and enhancing the overall quality and reliability of public transportation within Prowers County and surrounding areas.

This funding is provided to support the services described above from the Effective Date of this Grant Agreement through July 31, 2028, with a period of performance not to exceed twenty-four (24) months.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**7/31/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **July 31, 2028**

2. Performance will be reviewed throughout the duration of this Grant Agreement. Prowers County shall report to the CTE Post-Award Project Manager whenever one or more of the following occurs:
   a. Budget, schedule, or scope changes;
   b. Scheduled milestones or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

3. Prowers County shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $104,478.00. CTE will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $104,478.00. CTE will retain any remaining balance of the state share of CTE - O&G Funds. Prowers County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - O&G Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - O&G Funds of $104,478.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Prowers County's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Prowers County may use eligible federal funds for the Local Funds share. Prowers County's share, together with the State CTE - O&G Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - O&G funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - O&G funds to be administered by CTE are made available and remain available. Prowers County shall initiate and prosecute to completion all actions necessary to enable Prowers County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. Prowers County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

2. Prowers County's operating expenses are those costs directly related to system operations. At a minimum, Prowers County should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

1. Prowers County shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. Prowers County shall not submit more than one reimbursement request per month. Reimbursements shall be within the limits of this Grant Agreement. Prowers County will be reimbursed based on the ratio of the CTE - O&G Funds share as set forth in the Project Budget above.

3. Prowers County shall submit the final reimbursement request within forty-five (45) calendar days of and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

4. Prowers County shall verify and confirm that all reimbursement requests submitted under this Grant Agreement are directly associated with the delivery of eligible activities as set forth in the Project Description above and are not duplicative of reimbursement requests submitted under any other CDOT administered program(s).

F. Training

To enhance transit safety, Prowers County and any subgrantees and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, Prowers County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

Prowers County is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

H. Special Conditions

1. Prowers County shall comply with all requirements imposed by CTE on Prowers County so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. Prowers County shall permit CTE and their auditors to have access to Prowers County's records and financial statements as necessary, with reasonable advance notice.

3. Prowers County shall not request reimbursement for costs on this project from more than one Awarding Agency or from other federal or state awards (i.e., no duplicate billing).

4. Prowers County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. Prowers County shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. Prowers County shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

7. Prowers County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA

Exhibit B, Sample Option Letter

State Agency

Clean Transit Enterprise

Grantee

Prowers County

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

Routing #: 27-HTR-ZL-00054
PO #: 491004296

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

Department of Transportation

Shoshana M. Lew, Executive Director

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

Department of Transportation

Option Effective Date:_____

Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A: STATEMENT OF WORK AND CONDITIONS

Project Description	2026-CTE: Service Expansion		
Project/Period of Performance Start Date		The Effective Date	
Project/Period of Performance End Date		July 31, 2028	
Grantee	Prowers County	**UEID #**	Y8C4HSXY95M6
Contact Name	Anthony Letteer	**Vendor #**	2000368
Address	200 East Hickory Street Lamar, CO 81052	**Phone #**	719-336-8039
Email	aletteer@prowerscounty.net	**Indirect Rate**	N/A
WBS*	27633.10.50	**ALI**	30.09.00
Total Project Budget			**$104,478.00**
State CTE - O&G Funds (at 0% or less)			$104,478.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$104,478.00**

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

A. Project Description

Prowers County shall use CTE - O&G operating funds, along with local matching funds, to expand public transportation services to assist the CTE in achieving the following goals:

1. Reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles;

2. Invest in public transit, including vehicles, infrastructure, equipment, materials, supplies, maintenance, and operations and staffing, to achieve the level of frequent, convenient, and reliable transit that is known to increase ridership by replacing car trips with bus and rail trips and forms of transit known to support denser land use patterns that further reduce pollution due to shorter trip lengths and greater walking and cycling mode share;

3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

Prowers County shall use operating funds to achieve the above goals by implementing the specific plans identified in their Comprehensive Operational Analysis (COA) which includes spending on any or all of the following eligible activities:

- Prowers Area Transit is expanding its operations to provide seven-day-a-week public transportation service. The agency will operate up to 10 hours per day, improving transportation access and availability for residents throughout the service area. This project will expand service coverage into additional communities and destinations, increasing mobility options for riders, improving access to employment, healthcare, education, and essential services, and enhancing the

overall quality and reliability of public transportation within Prowers County and surrounding areas.

This funding is provided to support the services described above from the Effective Date of this Grant Agreement through July 31, 2028, with a period of performance not to exceed twenty-four (24) months.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**7/31/2028**
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: July 31, 2028	

2. Performance will be reviewed throughout the duration of this Grant Agreement. Prowers County shall report to the CTE Post-Award Project Manager whenever one or more of the following occurs:
   a. Budget, schedule, or scope changes;
   b. Scheduled milestones or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

3. Prowers County shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $104,478.00. CTE will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $104,478.00. CTE will retain any remaining balance of the state share of CTE - O&G Funds. Prowers County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - O&G Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - O&G Funds of $104,478.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Prowers County's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Prowers County may use eligible federal funds for the Local Funds share. Prowers County's share, together with the State CTE - O&G Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - O&G funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - O&G funds to be administered by CTE are made available and remain available. Prowers County shall initiate and prosecute to completion all actions necessary to enable Prowers County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. Prowers County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

2. Prowers County's operating expenses are those costs directly related to system operations. At a minimum, Prowers County should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

E. Reimbursement Eligibility

1. Prowers County shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. Prowers County shall not submit more than one reimbursement request per month. Reimbursements shall be within the limits of this Grant Agreement. Prowers County will be reimbursed based on the ratio of the CTE - O&G Funds share as set forth in the Project Budget above.

3. Prowers County shall submit the final reimbursement request within forty-five (45) calendar days of and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

4. Prowers County shall verify and confirm that all reimbursement requests submitted under this Grant Agreement are directly associated with the delivery of eligible activities as set forth in the Project Description above and are not duplicative of reimbursement requests submitted under any other CDOT administered program(s).

F. Training

To enhance transit safety, Prowers County and any subgrantees and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, Prowers County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

Prowers County is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

H. Special Conditions

1. Prowers County shall comply with all requirements imposed by CTE on Prowers County so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. Prowers County shall permit CTE and their auditors to have access to Prowers County's records and financial statements as necessary, with reasonable advance notice.

3. Prowers County shall not request reimbursement for costs on this project from more than one Awarding Agency or from other federal or state awards (i.e., no duplicate billing).

4. Prowers County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. Prowers County shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. Prowers County shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

7. Prowers County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CTE for transit grantees.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/28/26

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:
Consider approval of Credit Card Authorization form changing the credit limit of the Welcome Home – Prowers County credit card from $5,000 to $6,000 to accommodate rising grocery costs.

Justification or Background:

Fiscal Impact:

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: 10/13/26

Submitter: Meagan Hillman, PCPHE

Submitted to the County Administration Office on: 09/28/26

Return Originals to: PCPHE

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Credit Card Authorization request for Anne-Marie Crampton, Tobacco Program Manager, in the amount of $1,500.00 and cancellation of credit card authorization of separated employee Courtney Neuhold.

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: 10/13/26

Submitter: Administration

Submitted to the County Administration Office on: 08/13/2026

Return Originals to: Administration

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of the Fairgrounds Facility Rental Agreement and Waiver of Fees for the Colorado Jr. Rodeo Association. The event was previously scheduled for July 8–11, 2027, but a scheduling conflict with the Junior Nationals Rodeo Finals requires a date change to July 28 – August 1, 2027.

Justification or Background:

Annual event in Prowers County

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 _____

Schedule Change Request: CJRA Youth Rodeo Finals (July 2027)

Brian Cullen from the Colorado Jr. Rodeo Association (CJRA) called regarding the Youth Rodeo Finals previously scheduled at the Prowers County Fairgrounds for July 7–11, 2026.
Due to a scheduling conflict with the National Junior Finals Rodeo in July,
he is requesting to move the event dates.
He has proposed July 28 – August 1, 2027.
I have verified that these new dates do not interfere with the Sand & Sage Round-up.

RECEIVED
AUG 13 2026
BY:

PROWERS COUNTY FAIRGROUNDS FACILITY
RENTAL AGREEMENT

NEW DATES REQUESTED
07/28/2027-08/01/2027

Today's Date: 8/13/26

Name of Organization: Colorado Jr. Rodeo Association

Name & Address of Authorized Agent:
Brian Cullen
3387 CR 38.5
Yuma, CO 80759
Phone: 970-554-1444
Sales Tax ID: N/A

Date(s) of Events: 7/8 - 7/11, 2027

Set Up Time: 7/7/27 @ 8 am/pm

Event Starts: 7/8/27 @ 8 am pm

Finish Time: 7/11/27 @ 5 am pm

✓ Arena ✓ Home Ec
Centennial ✓ Pavilion

Request includes Elmer's Garden

EMAIL ADDRESS: brian.cullen@njc.edu
Type of Event: Youth Rodeo Finals

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

N/A signed on 4th page — 8/13/2026
Authorized Agent — Date

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

Rental Approved:

Facilities Director — Date: 8-17-26

Chairman, Prowers County Board of Commissioners — Date: 9-8-26

For County Use Only:
08/13/2026- Spoke with Brian Cullen and he said check is in the mail for application fee. ck# 10801
Date Booking Fee Paid ($25.00): #25 8/27/2026 Damage/Cleaning Deposit: Request Waiver
Date Rental Fee Paid: Request Waiver Date Paid: _____

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

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 9/29/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of SIPA Virtu Quote year 2 of 3 in the amount of $12,404.07.

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 _____

Statewide Internet Portal Authority (SIPA)

Company Address	950 S. Cherry St. Suite 900 Denver, CO 80246 US	Created Date	9/18/2026
		Expiration Date	10/20/2026
		Quote Number	00006427
Prepared By	Sarah Fischer	Contact Name	Paula Gonzales
Phone	(720) 615-3965	Email	paula.gonzales@prowerscounty.net
Email	sarah@cosipa.gov		
Bill To Name	Prowers County	Ship To Name	Prowers County
Bill To	301 S. Main St Suite 215 Lamar, CO 81052	Ship To	301 S. Main St, Suite215 Lamar, CO 81052

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

Description	Courtesy quote for Prowers County for the listed Virtru products and/or services for Year 2 of their 3 year subscription. Initial Term: 10/23/2025 to 10/22/2026 Second Term: 10/23/2026 to 10/22/2027 Third Term: 10/23/2027 to 10/22/2028 Domain: prowerscounty.net Please let us know if you wish to add any licenses before the renewal date, otherwise SIPA will renew the current quantities and send the invoice at the beginning of the term.	Grand Total	$12,404.07

Additional Details

Additional Details

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

Please note: Fees are not refundable.

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

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

Terms and Conditions: https://www.virtru.com/terms-of-service/

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

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

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 9/29/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 9/28/2026 approval of payment payroll, payroll bills and bills presented for County General Fund in the amount of $1,066,098.17, DHS/WHC in the amount of $283,667.81 and H3C in the amount of $146,722.07 with a certification date of 9/29/2026

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: $1,067,417.04
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **September 29, 2026**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 99,535.36	352,805.70	108,608.70
ARPA FUND	$ -	-	-
FSA ACCOUNT	$ -	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ 17,957.44	145,051.20	40,624.87
ROAD & BRIDGE FUND	$ 12,479.52	64,644.10	18,224.20
SALES & USE TAX FUND	$ -	-	-
CONSERVATION TRUST FUND	$ -	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ 3,500.00	100.00	37.80
CRMC FUND	$ 590.28	75,592.57	26,905.57
OPC FUND	$ 892.67	74,825.50	25,041.56
HARTMAN FUND	$ -	-	-
Totals	**$ 134,955.27**	**$ 713,019.07**	**$ 219,442.70**

DATE: September 29, 2026 _____ BOCC CHAIRMAN

DATE: September 29, 2026 _____ COMMISSIONER

DATE: September 29, 2026 _____ COMMISSIONER

DATE: September 29, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	1,067,417.04
AP + Fringes	$	354,397.97
Total Pd Certification - Payroll	$	354,397.97
Total Payroll + Fringes	$	932,461.77

Ending Check No.	79473
Beginning Check No.	79411
	1
Total Number of Checks:	63

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

September 29, 2026

COUNTY GENERAL FUND - 01	**0010**		
79361-79410		$ 99,535.36	
	Sept SUTA	*$ (1,318.87)*	
	Payroll	$ 352,805.70	
	Total Fringes	$ 108,608.70	**Total $ 559,630.89**
ARPA	**0018**		
		$ -	
			Total $ -
ROAD & BRIDGE FUND - 02	**0020**		
		$ 12,479.52	
	Payroll	$ 64,644.10	
	Fringes	$ 18,224.20	**Total $ 95,347.82**
FSA (Cafeteria) 552	**0552**		
		$ -	
		$ -	**Total $ -**
Sheriff's Booking Fees	**0675**		
		$ -	
			Total $ -
SALES & USE TAX FUND - 03	**0900**		
		$ -	
			Total $ -
CONSERVATION TRUST FUND - 06	**0130**		
		$ -	
			Total $ -
CAPITAL FUND - 07	**0100**		
		$ -	
		$ -	**Total $ -**
OTHER AGENCIES FUND- 08			
		$ -	
		$ -	**Total $ -**
LODGING TAX - 09	**0014**		
		$ 3,500.00	
	Payroll	$ 100.00	
	Total Fringes	$ 37.80	**Total $ 3,637.80**
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ 17,957.44	
	Payroll	$ 145,051.20	
	Total Fringes	$ 40,624.87	**Total $ 203,633.51**
CRMC - 13	**0016**		
		$ 590.28	
	Payroll	$ 75,592.57	
	Total Fringes	$ 26,905.57	**Total $ 103,088.42**
OPC - 14	**0017**		
		$ 892.67	
	Payroll	$ 74,825.50	
	Total Fringes	$ 25,041.56	**Total $ 100,759.73**
HARTMAN WATER - 15			
		$ -	
			Total $ -
			GRAND TOTAL $ 1,066,098.17

Paula Gonzales, Finance Director

Check Register

Prowers County, CO

Packet: APPKT00346 - 09/29/2026 AP 105.09.2026 & Sept 2026 Payroll

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	09/29/2026	Regular	0.00	95.00	79411
AIR1	A-1 Rental & Sales	09/29/2026	Regular	0.00	91.36	79412
AFL1	Aflac	09/29/2026	Regular	0.00	1,979.66	79413
AII1	Airgas Intermountain Inc.	09/29/2026	Regular	0.00	1,062.48	79414
AMAZON	Amazon Capital Services	09/29/2026	Regular	0.00	69.53	79415
ATM1	Atmos Energy	09/29/2026	Regular	0.00	135.04	79416
VEN01044	BEERS AND BRATS FOR BOOBIES	09/29/2026	Regular	0.00	1,500.00	79417
BBC1	Bob Barker Company, Inc	09/29/2026	Regular	0.00	807.48	79418
CKBRLAW	CAMPBELL KILLIN BRITTAN & RAY, LL	09/29/2026	Regular	0.00	836.25	79419
CRA1	CCOERA	09/29/2026	Regular	0.00	78,641.31	79420
CRA2	CCOERA	09/29/2026	Regular	0.00	1,065.05	79421
CDPHE RF	CDPHE - Vitals	09/29/2026	Regular	0.00	1,362.00	79422
CLN1	Colonial Life & Accident Ins Co.	09/29/2026	Regular	0.00	975.94	79423
CDL6	Colorado Division of Oil & Public Safe	09/29/2026	Regular	0.00	30.00	79424
COLOR	Colorado Energy Systems	09/29/2026	Regular	0.00	1,439.00	79425
DEL1	Coloradoland Tire & Service	09/29/2026	Regular	0.00	27.75	79426
CAI1	Continental American Insurance Con	09/29/2026	Regular	0.00	882.56	79427
CHP1	County Health Pool	09/29/2026	Regular	0.00	143,382.27	79428
CURE	CureMD.com	09/29/2026	Regular	0.00	656.00	79429
DAF1	District Attorney	09/29/2026	Regular	0.00	42,776.84	79430
MENDEZ	Divina Mendez	09/29/2026	Regular	0.00	866.66	79431
FSR1	Family Support Registry	09/29/2026	Regular	0.00	1,896.22	79432
FNB1	Frontier Bank	09/29/2026	Regular	0.00	171,948.06	79433
GOBINS	Gobin's Inc.	09/29/2026	Regular	0.00	3,950.92	79434
GFD1	Granada Fire Department	09/29/2026	Regular	0.00	2,000.00	79435
HFA1	Holly Fire & Ambulance	09/29/2026	Regular	0.00	2,000.00	79436
FPL6 -26107-59314MN	John Deere Financial	09/29/2026	Regular	0.00	181.70	79437
BUNTINGL	Lacy Bunting	09/29/2026	Regular	0.00	800.00	79438
LAP1	Lamar Auto Parts	09/29/2026	Regular	0.00	2,398.95	79439
LAP1	Lamar Auto Parts	09/29/2026	Regular	0.00	65.15	79440
LBM1	Lamar BMS	09/29/2026	Regular	0.00	33.57	79441
LCC2	Lamar Chamber of Commerce	09/29/2026	Regular	0.00	2,000.00	79442
LAN1	LawnCo	09/29/2026	Regular	0.00	1,400.00	79443
LEG1	LegalShield	09/29/2026	Regular	0.00	414.65	79444
MTS1	MASA - MEDICAL AIR TRANSPORTAT	09/29/2026	Regular	0.00	674.00	79445
MPB1	MB Police Equipment	09/29/2026	Regular	0.00	190.00	79446
MCCAN	McCandless Truck Center LLC	09/29/2026	Regular	0.00	690.32	79447
MHC1	MHC Kenworth	09/29/2026	Regular	0.00	794.10	79448
VEN01157	MIDLAND CREDIT MANAGEMENT, IN	09/29/2026	Regular	0.00	462.87	79449
VEN00954	Mountain Peak Law Group, PC	09/29/2026	Regular	0.00	300.00	79450
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLUT	09/29/2026	Regular	0.00	138.70	79451
NCA1	Nationwide Retirement Solutions	09/29/2026	Regular	0.00	170.00	79452
VEN01172	NextEra Energy Services, LLC (Symm	09/29/2026	Regular	0.00	169.21	79453
PZI1	Pfizer, Inc	09/29/2026	Regular	0.00	8,586.56	79454
PRC1	Prowers County	09/29/2026	Regular	0.00	6,099.51	79455
REASSURSOL	REASSURANCE SOLUTIONS LLC	09/29/2026	Regular	0.00	3,240.00	79456
RIM1	Riders' Metal LLP	09/29/2026	Regular	0.00	216.69	79457
RPI1	Robinson Printing	09/29/2026	Regular	0.00	300.00	79458
STAGNERR	Roger Stagner	09/29/2026	Regular	0.00	195.00	79459
CKN1	Ron Cook	09/29/2026	Regular	0.00	195.00	79460
SPU1	Specimens Unlimited	09/29/2026	Regular	0.00	85.00	79461
VEN01171	TAMARA RIDER	09/29/2026	Regular	0.00	174.00	79462
TIN1	Terminix Processing Center	09/29/2026	Regular	0.00	115.66	79463
DUNAG	Thomas Dunagan	09/29/2026	Regular	0.00	100.00	79464

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
HOL1	Town of Holly	09/29/2026	Regular	0.00	231.21	79465
TRANS1	Transwest Truck Trailer RV	09/29/2026	Regular	0.00	123.42	79466
VEN00958	TY HARMON	09/29/2026	Regular	0.00	195.00	79467
TTI1	Tyler Technologies Inc	09/29/2026	Regular	0.00	37,541.00	79468
VIA1	Viaero Wireless	09/29/2026	Regular	0.00	267.06	79469
WAG1	Wagner Equipment Co	09/29/2026	Regular	0.00	6,579.03	79470
WAL1	Wallace Gas & Oil Inc	09/29/2026	Regular	0.00	648.12	79471
WFD1	Wiley Fire Dist	09/29/2026	Regular	0.00	1,925.00	79472
XTR1	X-Treme Graphics	09/29/2026	Regular	0.00	120.00	79473

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	63	0.00	538,297.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	109	**63**	**0.00**	**538,297.86**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2026	538,297.86
			538,297.86

Payroll - Summary Detail Register

Prowers County, CO

Payroll Summary

Packet: PYPKT00130 - September 2026 Payroll
Payroll Set: 01 - Payroll Set 01

Pay Period: 09/01/2026 - 09/30/2026

Males Paid:	80
Females Paid:	94
Unknown Paid:	0
Total Employees:	174

Total Direct Deposits:	526,450.31
Total Check Amounts:	0.00

EARNINGS

Pay Code	Units	Pay Amount
Adult Trans OT	10.75	389.42
CH Security OT	9.25	313.16
Elected Official	0.00	50,470.26
Extra Duty	0.00	3,225.00
Hourly Wage	20,985.03	454,609.73
Incentive	0.00	0.00
Jail Nursing-H	69.75	3,487.50
MH Trans-OT	0.58	19.64
OT	250.63	8,976.91
Salary	0.00	191,527.45
Total:	21,325.99	713,019.07

TAXES

Code	Subject To	Employee	Employer
Federal W/H	659,687.86	40,884.82	0.00
MC	695,642.40	10,086.83	10,086.83
SS	695,642.40	43,129.79	43,129.79
State W/H	659,687.86	24,630.00	0.00
Unemployment	659,423.81	0.00	1,318.87
Total:	118,731.44		54,535.49

DEDUCTIONS

Code	Subject To	Employee	Employer
457 %	5,546.67	221.87	0.00
457 AMT	0.00	350.00	0.00
457 Roth %	10,340.94	373.18	0.00
457 Roth AMT	0.00	120.00	0.00
Accident	0.00	574.95	0.00
AFLAC AT	0.00	646.29	0.00
AFLAC PT	0.00	1,333.37	0.00
Child Support	0.00	1,896.22	0.00
Colonial AT	0.00	398.98	0.00
Colonial Pre Tax	0.00	576.96	0.00
Critical AT	0.00	254.35	0.00
Dental	0.00	5,257.45	0.00
FSA	0.00	550.00	0.00
Garn-Cardenas	0.00	462.87	0.00
Garn-Martinez	0.00	300.00	0.00
Health Insurance	0.00	7,389.28	127,676.72
Hospital IN-Pre Tax	0.00	53.26	0.00
HSA - CSB	0.00	350.00	0.00
HSA - First Line Cre	0.00	330.00	0.00
HSA - GN Bank	0.00	100.00	0.00
HSA - TBK Bank	0.00	570.00	0.00
Legal Aid	0.00	414.65	0.00
Life Ins- AD&D	0.00	0.00	1,105.92
Life Ins-Dependent	0.00	25.76	0.00
MASA	0.00	674.00	0.00
Nationwide Retiremen	0.00	170.00	0.00
Retirement	704,253.90	35,212.67	35,212.67
Retirement Loan	0.00	8,215.97	0.00
Supp Life-Employee	0.00	634.74	0.00
Supp Life-Spouse	0.00	89.10	0.00
Vision	0.00	291.40	911.90
	Total: 67,837.32		164,907.21

RECAP 01 - Payroll Set 01

Earnings:	713,019.07	Benefits:	0.00	Deductions:	67,837.32	Taxes:	118,731.44	Net Pay:	526,450.31

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: SEPTEMBER 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	09/29/26	102281-102323	116,667.22
FRINGE	09/29/26	69677-69692	104,975.93
OPERATING	09/29/26	69693-69699	3,287.47
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
ADMIN:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY	09/29/26	55223-55239	31,856.19
FRINGE	09/29/26	9438-9447	23,662.09
OPERATING	09/29/26	9448-9450	3,218.91

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF $0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF $283,667.81 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

September 29, 2026 **GRAND TOTAL $ 283,667.81**

9/27/26 Roger Stagner
DATE CHAIRMAN

9/27/26
DATE COMMISSIONER

9-27-2026 Lon Pool
DATE COMMISSIONER

9/24/2026 Lanie Mireles by Belinda Barnard
DATE DIRECTOR

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: SEPTEMBER 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	09/29/26	32203-32233	82,381.45
FRINGE	09/29/26	4537-4543	62,729.79
OPERATING	09/29/26	4544-4545	1,610.83

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF $146,722.07 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

September 29, 2026 **GRAND TOTAL** **$** **146,722.07**

9/22/26 Roger Stagner
DATE CHAIRMAN

9/27/26
DATE COMMISSIONER

9-27-2026
DATE COMMISSIONER

9/24/2026 Lanie Mireles by Belinda Lunceford
DATE DIRECTOR

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 29, 2026

Prepared by: Mindy Maestas

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

SALARY	102281-102323	116,667.22
FRINGE	69677-69692	104,975.93
OPERATING	69693-69699	3,287.47
WHC SALARY	55223-55239	31,856.19
WHC FRINGE	9438-9447	23,662.09
OPERATING	9448-9450	3,218.91
	TOTAL: $	283,667.81

Information Only
VOIDED CHECKS #'s:

Danie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: September 29, 2026

Prepared by: Mindy Maestas

HOTLINE COUNTY CONNECTION CENTER FUND

H3C SALARY	32203-32233	82,381.45
H3C FRINGE	4537-4543	62,729.79
H3C OPERATING	4544-4545	1,610.83

TOTAL: $ 146,722.07

Information Only
VOIDED CHECKS #'s:

Lanie Mireles by MMaestas
Lanie Mireles, Director

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: FRINGE				
AP.9.22.26	AFLAC	09/22/26		
AFLAC INS				$826.86
			INVOICE AP.9.22.26 TOTAL:	**$826.86**
AP.9.22.26	CONTINENTAL AMERICAN	09/22/26		
CAI				$289.02
			INVOICE AP.9.22.26 TOTAL:	**$289.02**
AP.9.22.26	CHP	09/22/26		
HEALTH INSURANCE				$31,353.00
LIFE INSURANCE				$249.48
SUPP LIFE INSURANCE				$448.35
DEP LIFE INSURANCE				$17.48
DENTAL INSURANCE				$1,395.85
VISION INSURANCE				$341.60
			INVOICE AP.9.22.26 TOTAL:	**$33,805.76**
AP.9.22.26	COLONIAL LIFE	09/22/26		
COLONIAL INS BCN E3400793				$278.03
			INVOICE AP.9.22.26 TOTAL:	**$278.03**
AP.9.22.26	COMMUNITY STATE BANK	09/22/26		
HSA				$1,290.00
			INVOICE AP.9.22.26 TOTAL:	**$1,290.00**
AP.9.22.26	TBK BANK	09/22/26		
HSA				$415.00
			INVOICE AP.9.22.26 TOTAL:	**$415.00**
AP.9.22.26	COLORADO DEPT OF REVENUE	09/22/26		
STATE TAX				$6,104.00
			INVOICE AP.9.22.26 TOTAL:	**$6,104.00**
AP.9.22.26	CRA	09/22/26		
RETIREMENT				$17,040.92
			INVOICE AP.9.22.26 TOTAL:	**$17,040.92**
AP.9.22.26	PROWERS COUNTY FSA	09/22/26		
FSA				$100.00
			INVOICE AP.9.22.26 TOTAL:	**$100.00**
AP.9.22.26	CRA	09/22/26		
CRA				$502.24
			INVOICE AP.9.22.26 TOTAL:	**$502.24**

AP.9.22.26	FRONTIER BANK	09/22/26		
FICA & MED				$36,104.66
			INVOICE AP.9.22.26 TOTAL:	**$36,104.66**
AP.9.22.26	LEGAL SERVICES, INC.	09/22/26		
LEGAL SERVICES				$53.80
			INVOICE AP.9.22.26 TOTAL:	**$53.80**
AP.9.22.26	N.A.C.O. Clearing Account	09/22/26		
INTERNAL PLAN ID 0025497-001				$20.00
			INVOICE AP.9.22.26 TOTAL:	**$20.00**
AP.9.22.26	CO FAMILY SUPPORT REGISTRY	09/22/26		
FSR 05729975				$65.00
			INVOICE AP.9.22.26 TOTAL:	**$65.00**
AP.9.22.2026	CRA	09/22/26		
LOAN REPAYMENT				$7,915.64
			INVOICE AP.9.22.2026 TOTAL:	**$7,915.64**
AP.9.22.26	MASA MTS	09/22/26		
MEDICAL TRANSPORTATION				$165.00
			INVOICE AP.9.22.26 TOTAL:	**$165.00**
			EXPENSE ACCOUNT 202.1000 TOTAL:	**$104,975.93**

EXPENSE ACCOUNT: CHILD WELFARE

AD.9.23.26	OFFICE DEPOT	09/23/26		
ADP SUPPLIES				$108.90
OFFICE SUPPLIES				$53.89
			INVOICE AD.9.23.26 TOTAL:	**$162.79**
AD.9.24.26	FIRST NATIONAL BANK OMAHA	09/24/26		
CLIENT CHARGE				$148.83
FINGERPRINTS				$105.50
OFFICE SUPPLIES				$107.47
			INVOICE AD.9.24.26 TOTAL:	**$361.80**
			EXPENSE ACCOUNT 444.1210 TOTAL:	**$524.59**

EXPENSE ACCOUNT: NEW CASE WORKER

EX.9.23.26	PATRICK GONZALES	09/23/26		
PER DIEM				$38.00
			INVOICE EX.9.23.26 TOTAL:	**$38.00**
			EXPENSE ACCOUNT 444.1579 TOTAL:	**$38.00**

EXPENSE ACCOUNT: PARENTAL FEES

AD.9.24.26	FIRST NATIONAL BANK OMAHA	09/24/26		
CLIENT MEALS				$12.28
			INVOICE AD.9.24.26 TOTAL:	**$12.28**
			EXPENSE ACCOUNT 444.1590 TOTAL:	$12.28

EXPENSE ACCOUNT: CMP

AD.9.23.26	CROWLEY COUNTY DHS	09/23/26		
FEM FACILITATION				$162.50
			INVOICE AD.9.23.26 TOTAL:	**$162.50**
			EXPENSE ACCOUNT 444.1597 TOTAL:	**$162.50**
EXPENSE ACCOUNT: CW PREVENTION				
AD.9.24.26	FIRST NATIONAL BANK OMAHA	09/24/26		
MEALS (F)				$161.77
MEALS (FV)				$90.00
			INVOICE AD.9.24.26 TOTAL:	**$251.77**
			EXPENSE ACCOUNT 444.1610 TOTAL:	**$251.77**
EXPENSE ACCOUNT: CORE 100%				
AD.9.23.26	ATMOS ENERGY	09/23/26		
UTILITIES				$29.96
UTILITIES				$7.49
			INVOICE AD.9.23.26 TOTAL:	**$37.45**
			EXPENSE ACCOUNT 444.1800 TOTAL:	**$37.45**
EXPENSE ACCOUNT: CHILD CARE				
AD.9.23.26	OFFICE DEPOT	09/23/26		
OFFICE SUPPLIES				$53.89
			INVOICE AD.9.23.26 TOTAL:	**$53.89**
			EXPENSE ACCOUNT 444.2300 TOTAL:	**$53.89**
EXPENSE ACCOUNT: TANF				
AD.9.23.26	OFFICE DEPOT	09/23/26		
OFFICE SUPPLIES				$53.89
			INVOICE AD.9.23.26 TOTAL:	**$53.89**
			EXPENSE ACCOUNT 444.4200 TOTAL:	**$53.89**
EXPENSE ACCOUNT: ADMIN				
AD.9.23.26	OFFICE DEPOT	09/23/26		
OFFICE SUPPLIES				$65.08
ADP SUPPLIES				$180.80
OFFICE SUPPLIES				$53.89
ADP SUPPLIES				$116.25
OFFICE SUPPLIES				$18.80
			INVOICE AD.9.23.26 TOTAL:	**$434.82**
AD.9.23.26	COLORADO STATE TREASURER	09/23/26		
UNEMPLOYMENT COMP				$997.17
			INVOICE AD.9.23.26 TOTAL:	**$997.17**
AD.9.24.26	FIRST NATIONAL BANK OMAHA	09/24/26		
AUTO SUPPLIES				$138.86
TRAVEL				$113.63
TRAVEL				$227.26
BOOKS/SUBSCRIPTION				$10.68

			INVOICE AD.9.24.26 TOTAL:	**$490.43**
			EXPENSE ACCOUNT 444.7000 TOTAL:	**$1,922.42**
EXPENSE ACCOUNT: ADULT PROTECTION				
AD.9.23.26	OFFICE DEPOT	09/23/26		
ADP SUPPLIES				$108.89
			INVOICE AD.9.23.26 TOTAL:	**$108.89**
AD.9.24.26	FIRST NATIONAL BANK OMAHA	09/24/26		
POSTAGE				$12.90
			INVOICE AD.9.24.26 TOTAL:	**$12.90**
			EXPENSE ACCOUNT 444.7010 TOTAL:	**$121.79**
EXPENSE ACCOUNT: CHILD SUPPORT				
AD.9.23.26	GOBIN'S, INC	09/23/26		
COPIER				$55.00
			INVOICE AD.9.23.26 TOTAL:	**$55.00**
AD.9.23.26	OFFICE DEPOT	09/23/26		
OFFICE SUPPLIES				$53.89
			INVOICE AD.9.23.26 TOTAL:	**$53.89**
			EXPENSE ACCOUNT 444.8000 TOTAL:	**$108.89**
			REPORT TOTAL:	**$108,263.40**

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: FRINGE				
AP.9.22.26	AFLAC	09/22/26		
AFLAC INSURANCE				$389.11
			INVOICE AP.9.22.26 TOTAL:	**$389.11**
AP.9.22.26	CONTINENTAL AMERICAN	09/22/26		
CAI				$97.26
			INVOICE AP.9.22.26 TOTAL:	**$97.26**
AP.9.22.26	CHP	09/22/26		
HEALTH INSURANCE				$8,607.00
LIFE INSURANCE				$227.40
VISION INSURANCE				$53.10
DENTAL INSURANCE				$184.55
			INVOICE AP.9.22.26 TOTAL:	**$9,072.05**
AP.9.22.26	COLORADO DEPART OF REVENUE	09/22/26		
STATE TAX				$1,462.00
			INVOICE AP.9.22.26 TOTAL:	**$1,462.00**
AP.9.22.26	CRA	09/22/26		
RETIREMENT				$4,082.00
			INVOICE AP.9.22.26 TOTAL:	**$4,082.00**
AP.9.22.26	PROWERS COUNTY FSA	09/22/26		
FSA				$200.00
			INVOICE AP.9.22.26 TOTAL:	**$200.00**
AP.9.22.26	FRONTIER BANK	09/22/26		
FICA & MEDICARE				$8,008.77
			INVOICE AP.9.22.26 TOTAL:	**$8,008.77**
AP.9.22.26	NACO Clearing Account	09/22/26		
INTERNAL PLAN ID 0025497-001				$250.00
			INVOICE AP.9.22.26 TOTAL:	**$250.00**
AP.9.22.26	MASA MTS	09/22/26		
MEDICAL TRANSPORTATION				$67.00
			INVOICE AP.9.22.26 TOTAL:	**$67.00**
AP.9.22.26	LEGAL SERVICES, INC	09/22/26		
LEGAL SERVICES				$33.90
			INVOICE AP.9.22.26 TOTAL:	**$33.90**
			EXPENSE ACCOUNT 202.1000 TOTAL:	$23,662.09
EXPENSE ACCOUNT: WHC				

AD.9.23.26 FOOD	US FOODSERVICE	09/23/26		
				$2,759.21
			INVOICE AD.9.23.26 TOTAL:	**$2,759.21**
AD.9.23.26 MAINTENANCE	ADAMS & SONS, INC.	09/23/26		
				$189.90
			INVOICE AD.9.23.26 TOTAL:	**$189.90**
AD.9.23.26 UNEMPLOYMENT #9109865	COLORADO STATE TREASURER	09/23/26		
				$269.80
			INVOICE AD.9.23.26 TOTAL:	**$269.80**
			EXPENSE ACCOUNT 444.9005 TOTAL:	**$3,218.91**
			REPORT TOTAL:	**$26,881.00**

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: FRINGE				
AP.9.22.26	AFLAC	09/22/26		
AFLAC				$128.61
			INVOICE AP.9.22.26 TOTAL:	**$128.61**
AP.9.22.26	CHP	09/22/26		
HEALTH INSURANCE				$655.00
SUPPLEMENTAL LIFE				$40.90
DEPENDENT LIFE				$5.52
DENTAL INSURANCE				$669.70
VISION INSURANCE				$47.00
			INVOICE AP.9.22.26 TOTAL:	**$1,418.12**
AP.9.22.26	CRA	09/22/26		
CRA				$5,553.14
			INVOICE AP.9.22.26 TOTAL:	**$5,553.14**
AP.9.22.2026	CRA	09/22/26		
LOAN REPAYMENT				$2,191.43
			INVOICE AP.9.22.2026 TOTAL:	**$2,191.43**
AP.9.22.26	MASA MTS	09/22/26		
MEDICAL TRANSPORTATION				$42.00
			INVOICE AP.9.22.26 TOTAL:	**$42.00**
			EXPENSE ACCOUNT 22100 TOTAL:	**$9,333.30**
EXPENSE ACCOUNT: 22110				
AP.9.22.26	FRONTIER BANK	09/22/26		
FICA				$16,768.16
			INVOICE AP.9.22.26 TOTAL:	**$16,768.16**
			EXPENSE ACCOUNT 22110 TOTAL:	**$16,768.16**
EXPENSE ACCOUNT: 22115				
AP.9.22.26	FRONTIER BANK	09/22/26		
FEDERAL TAX				$7,034.11
			INVOICE AP.9.22.26 TOTAL:	**$7,034.11**
			EXPENSE ACCOUNT 22115 TOTAL:	$7,034.11
EXPENSE ACCOUNT: 22120				
AP.9.22.26	COLO DEPT OF REVENUE	09/22/26		
STATE TAX				$3,930.00
			INVOICE AP.9.22.26 TOTAL:	**$3,930.00**

				EXPENSE ACCOUNT 22120 TOTAL: $3,930.00
EXPENSE ACCOUNT: 41540				
AP.9.22.26 VISION INSURANCE PREMIUM	CHP	09/22/26	$141.60	
				INVOICE AP.9.22.26 TOTAL: $141.60
				EXPENSE ACCOUNT 41540 TOTAL: $141.60
EXPENSE ACCOUNT: 41550				
AP.9.22.26 HEALTH INSURANCE PREMIUM	CHP	09/22/26	$19,756.00	
				INVOICE AP.9.22.26 TOTAL: $19,756.00
				EXPENSE ACCOUNT 41550 TOTAL: $19,756.00
EXPENSE ACCOUNT: 41560				
AP.9.22.26 CRA	CRA	09/22/26	$5,553.14	
				INVOICE AP.9.22.26 TOTAL: $5,553.14
				EXPENSE ACCOUNT 41560 TOTAL: $5,553.14
EXPENSE ACCOUNT: 41570				
AP.9.22.26 LIFE INSURANCE PREMIUM	CHP	09/22/26	$213.48	
				INVOICE AP.9.22.26 TOTAL: $213.48
				EXPENSE ACCOUNT 41570 TOTAL: $213.48
EXPENSE ACCOUNT: 41590				
AD.9.23.26 UNEMPLOYMENT INSURANCE	COLORADO STATE TREASURER	09/23/26	$663.91	
				INVOICE AD.9.23.26 TOTAL: $663.91
				EXPENSE ACCOUNT 41590 TOTAL: $663.91
EXPENSE ACCOUNT: 42010				
AD.9.23.26 TELEPHONE	VERIZON	09/23/26	$946.92	
				INVOICE AD.9.23.26 TOTAL: $946.92
				EXPENSE ACCOUNT 42010 TOTAL: $946.92
				REPORT TOTAL: $64,340.62

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/28/26

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: 10/30/26

Item Title/Recommended Board Action:

Consider approval of 2027 Region VI Lower Arkansas Valley Area Agency on Aging agreement for annual funding.

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 _____

RESOLUTION OF PATICIPATION

LOWER ARKANSAS VALLEY AREA AGENCY ON AGING PROGRAMMING FOR THE YEAR JANUARY 1, 2027 — DECEMBER 31, 2027

WHEREAS, Baca, Bent, Crowley, Kiowa, Otero and Prowers Counties are participating in the Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, said counties receive continued programming through the Region VI Lower Arkansas Valley Area Agency on Aging; and

WHEREAS, a share of the funding is to be provided by the aforementioned counties.

IT IS THEREFORE RESOLVED by the Board of County Commissioners to provide funding in the amount of $2,512.

APPROVED THIS 13th DAY OF October, 2026.

ROGER STAGNER Commissioner, Chair

ATTEST:

JANA COEN, County Clerk

TY HARMON Commissioner

RON COOK Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Sam Zordel, Sheriff

Submitted to the County Administration Office on: 09/29/2026

Return Originals to: Paula Gonzales- Finance Director

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of credit card authorizations for Sheriff's Office employees Elijah Wade and Shayanne Franco with new cards with a limit of $1,000 and cancellation of credit card authorization of separated employee Lilly Hicks.

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: 10/13/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/30/26

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 pilot project for the Hotline County Connection Center with Beam Up US Inc. in the amount of $5,000 effective November 1, 2026 for 90 days and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement electronically.

Justification or Background:

Fiscal Impact:

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

Approved by the County Attorney on: 9-30-2026

Additional Approvals (if required):

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

THANK YOU!

beam

ORDER FORM

This Order Form is governed by the General Terms of Service available at www.beam.org/legal/us-tos (the "**Terms**"). Together, this Order Form and the Terms constitute the agreement between the Customer and Beam Up US Inc ("**Beam**") (the "**Agreement**"). All defined terms used in this Order Form have the meaning given to them in the Terms unless otherwise stated herein.

Customer Name	Prowers Hotline Pilot
Customer Contact	Lanie Meyers-Mireles Prowers County Department of Human Services 1001 S. Main St. Lamar, CO 81052
Address	1001 S. Main St. Lamar, CO 81052
Product	The software tools provided by Beam to the Customer including: • **Beam Notes:** A specialist tool for caseworkers that turns conversations, documents and video into detailed assessments and reports • **Beam Talk:** An AI-powered virtual assistant tool that manages contact from residents or clients to collect information and triage effectively. • **Beam Interpret:** A real-time translation tool to facilitate immediate multi-language communication between staff and clients.
Product Scope	The Beam Notes software tool, including: • Access to all Beam Notes audio transcription and summarization features, including file upload • Up to 4 customized templates • Group training sessions at project launch • 1-1 training and support for testing group as required • 8 weeks of live testing of the Product. • Customer support on request

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Correspondence Email	For Customer: Lanie Meyers-Mireles dhsdirector@prowerscounty.net For Beam:
Additional Terms	Notwithstanding sections 3.2 and 3.4 of the Terms, no automatic conversion to a Product Subscription will occur upon expiry of the Pilot Period. The Customer's Product Subscription will only commence upon the parties entering into a separate agreement setting out the subscription terms. Following successful completion of the Pilot, Customer will use reasonable efforts, where appropriate and subject to Customer's internal policies, to introduce Beam to peer organisations that Customer believes may benefit from the Services. Any such reference or introduction is at Customer's sole discretion and creates no obligation or liability. 2- Case Study. Following successful completion of the Pilot, Customer will use reasonable efforts to participate in a written case study documenting the outcomes achieved. Participation would typically involve one interview of no more than sixty (60) minutes and review of a draft. Nothing in this clause obliges Customer to approve or permit publication of any material.

Pricing Summary

Description	License Tier	Discount	Total
Pilot Period			$ 5,000

By signing this Order Form, the Customer accepts and agrees to the terms and conditions of this Order Form and the Terms. In the event of any conflict or inconsistency between this Order Form and the Terms, this Order Form shall prevail, but only in respect of the specific matter giving rise to that conflict and only to the extent of that inconsistency. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form used by the Customer will have any effect on the obligations of the parties under or otherwise modify this Order Form or the Agreement.

By signing this Order Form, the Customer accepts and agrees to the terms and conditions of this Order Form and the Terms. In the event of any conflict or inconsistency between this Order Form and the Terms, this Order Form shall prevail, but only in respect of the specific matter giving rise to that conflict and only to the extent of that inconsistency. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form used by the Customer will have any effect on the obligations of the parties under or otherwise modify this Order Form or the Agreement.

Signed for and on behalf of Customer:

x

Signatory: Lanie Meyers-Mireles

Email of signatory: dhsdirector@prowerscounty.net

Timestamp: [empty signing timestamp]

Signed for and on behalf of Beam Up US Inc:

x Rachel Astall

Signatory: Rachel Astall

Email of signatory: rachel@beam.org

Timestamp: Wednesday, 30 September 2026 08:48 GMT-6

General Terms of Service (US)

Last Updated: 24th June 2026

Beam Up US Inc. is a Delaware corporation with an address at 8 The Green, Suite R, Dover, DE 19901 ("**Beam**"). These General Terms of Service (the "**Terms**") govern the Customer's use of the Product (defined below) as set out in any applicable order form or other ordering mechanism or documentation made available by Beam (the "**Order Form**"). These Terms and any Order Form together form a legally binding contract between Beam and the Customer (the "**Agreement**"). The Agreement comes into effect on the earlier of: (i) the Customer's use of any part of the Product; or (ii) the acceptance of the Agreement, whether by signing an Order Form, communicating acceptance in writing, selecting a check box indicating acceptance or using another method made available by Beam (the "**Effective Date**").

In the event that the Customer receives an unpaid trial or access to beta features of the Product (a "**Trial**") or the parties agree to a shorter initial pilot subscription (a "**Pilot**") as set forth in an Order Form, the applicable provisions of the Order Form and these Terms will govern the Trial or Pilot.

Definitions

1. The definitions and rules of interpretation in this section apply in this Agreement.
   1.1. **Additional Fees** has the meaning given to it in section 4.2.
   1.2. **Aggregated Data** means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.
   1.3. **App** means Beam's proprietary software installed on supported hardware devices as described in the Documentation through which Users can access and use the Product.
   1.4. **Business Day** means a day other than a Saturday, Sunday or public holiday in the United States when banks in New York are open for business.
   1.5. **Customer** means the customer identified in the Order Form.
   1.6. **Customer Data** means the data inputted by the Customer, Users, or Beam on the Customer's behalf for the purpose of using the Product or facilitating the Customer's use of the Product.
   1.7. **Documentation** means the then-current version of Beam's usage guidelines and standard technical documentation for the Product that Beam makes generally available to its customers.

1.8. **Effective Date** has the meaning ascribed to it above in the preamble.

1.9. **Initial Subscription Term** means the initial term of this agreement as set out in an Order Form.

1.10. **Intellectual Property Rights** means all intellectual and industrial property rights of any kind, whether registered or unregistered, including patents, copyright, design rights, rights in computer software, utility models, trademarks, trade names, rights in domain names, database rights, rights in know-how and trade secrets, goodwill and rights to sue for passing off or unfair competition, together with all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection subsisting now or in the future in any part of the world.

1.11. **Normal Business Hours** means 9.00 am to 5.00 pm ET time, each Business Day.

1.12. **Pilot Period** means the duration of the Pilot as set out in an Order Form, if applicable.

1.13. **Product** means the Beam software tools (including Beam Notes, Beam Interpret, and Beam Talk) provided by Beam to the Customer under this Agreement as set out in an Order Form.

1.14. **Product Subscription:** the product subscription purchased by the Customer pursuant to section 11.1 which entitles the Customer to access and use the Product in accordance with this Agreement.

1.15. **Renewal Period:** the period described in section 15.1.

1.16. **Subscription Fees** means the subscription fees payable by the Customer to Beam for the Product Subscription, as set out in an Order Form.

1.17. **Subscription Term** has the meaning given to it in section 15.1 (being the Pilot Period (if applicable) and Initial Subscription Term together with any subsequent Renewal Periods).

1.18. **Supported Device** means a hardware device on which an App can be installed on and used as defined in the Documentation.

1.19. **Third-Party Platform** means any third-party platform, website, add-on, service, or product not provided by Beam that Customer elects to integrate or enable for use with any Product.

1.20. **Usage Data** means information generated from the Customer's use of the Product, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Product, but excluding any identifiable Customer Data.

1.21. **Users** means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Product and are set up with a unique account and log in credentials.

1.22. **Virus** means anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.23. **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

2. **Product Subscription**

2.1. Licenses

2.1.1. Subject to the terms and conditions of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, without the right to grant sublicenses, to permit its Users to use the Product during the Trial Period (as set forth in the Order Form) and/or Subscription Term (if applicable) solely for the Customer's internal business operations.

2.1.2. Subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants to the Customer a limited, non-transferable, non-exclusive, non-sublicensable right and license for each User to: (i) download the App onto a Supported Device; and (ii) use the App for the sole purpose of accessing and using the applicable Product during the Trial Period (as set forth in the Order Form) and/or Subscription Term (if applicable). Users are responsible for installing all updates, bug fixes, patches or new versions ("**Updates**") Beam makes available to the App. Failure to install all Updates to the App will void the limited warranty set forth in section 9.1.

2.1.3. Beam may make application programming interfaces and associated tools, software, code, materials, and documentation ("**APIs**"), available that are designed to permit Customer to integrate Customer's systems and tools with the Product. Subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order Form, Beam hereby grants Customer a limited, non-transferable, non-exclusive, non-sublicensable license to internally use the APIs to connect with the Product. Customer has no right to distribute or allow access to the stand-alone APIs and

Customer's rights to the APIs are subject to any applicable usage policies, if any, made available by Beam.

2.2. Only Users, using the mechanisms designated by Beam ("**Log-in Mechanism**"), may access and use the Product. In relation to the Users:

2.2.1. Users shall not circumvent any Log-in Mechanism or use any Log-in Mechanism to provide access to a third-party to the Product; and

2.2.2. Customer shall maintain a written, up to date list of current Users and provide such list to Beam within 5 Business Days of Beam's written request at any time or times;

2.2.3. Customer will promptly notify Beam if it becomes aware of any compromise of any Log-in Mechanism and

2.2.4. Customer is responsible for its User's compliance with this Agreement and any actions taken by such User.

2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Product that:

2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2. facilitates illegal activity;

2.3.3. depicts sexually explicit images;

2.3.4. promotes unlawful violence;

2.3.5. is discriminatory based on race, gender, religious belief, sexual orientation, disability; or

2.3.6. is otherwise illegal or causes damage or injury to any person or property;

2.3.7. and Beam reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this section.

2.4. The Customer shall not:

2.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

2.4.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product (as applicable) in any form or media or by any means; or

2.4.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product; or

2.4.2. access all or any part of the Product for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes or to build a product or service which competes with the Product; or

2.4.3. use the Product to provide services to third parties (other than in the ordinary course of servicing Customer's clients); or

2.4.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product available to any third party except the Users, or

2.4.5. attempt to obtain, or assist third parties in obtaining, access to the Product, other than as provided under this section 2; or

2.4.6. introduce or permit the introduction of any Virus or Vulnerability into the Product or Beam's network and information systems.

2.5. The Customer shall use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Product and, in the event of any such unauthorized access or use, promptly notify Beam.

2.6. The rights provided under this section 2 are granted to the Customer only and shall not be considered granted to any subsidiary or affiliate of the Customer.

2.7. The Customer acknowledges and agrees that Beam and/or its licensors own all Intellectual Property Rights in the Product, Documentation, App and APIs. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licenses in respect of the Product. If Customer provides Beam with feedback or suggestions regarding the Product or other Beam offerings, Beam may use the feedback or suggestions without restriction or obligation.

3. **Trials and Pilots**

3.1. If Customer receives access to the Product on a Trial, Customer may use the Product solely during the period designated by Beam in the Order Form (or if not designated, 45 days) (the "**Trial Period**"). Trials are optional and Beam may terminate Trials at any time for any reason.

3.2. Unless otherwise set forth in an Order Form or the Customer provides Beam with written notice prior to the expiration or termination of the Trial Period of its intent not to continue using the Product, upon expiration of the Trial, Customer's rights under the Trial will automatically convert to a Product Subscription with an Initial Subscription Term as set out in the Order Form and subject to these Terms.

3.3. For the avoidance of doubt, Subscription Fees do not apply during the Trial Period. **Notwithstanding anything else in this Agreement, Beam provides no warranty, indemnity, or support for Trials, and its liability for Trials will not exceed US$50.**

3.4. Subscription Fees do apply during a Pilot and the terms of this Agreement govern the Pilot during the Pilot Period as if the Pilot were a longer term Product Subscription, including without limitation Sections 9 and 14. Unless otherwise set forth in an Order Form or the Customer provides Beam with written notice prior to the expiration or termination of the Pilot Period of its intent to terminate the Agreement, upon expiration of the Pilot Period, the Product Subscription will continue for the remainder of the Initial Subscription Term as set out in the Order Form.

4. **Additional Product Subscription**

4.1. Subject to sections 4.2 and 4.3, the Customer may, from time to time during any Subscription Term, purchase an additional Product Subscription to provide additional subscription hours in excess of the number set out in the Order Form and Beam shall grant access to the Product for the additional subscription hours in accordance with the provisions of this Agreement.

4.2. If the Customer wishes to purchase an additional Product Subscription, the Customer shall notify Beam in writing. Beam shall evaluate such a request and respond to the Customer with approval or rejection of the request and confirmation of the applicable additional Subscription Fees (the "**Additional Fees**"). Where Beam approves the request, Beam shall activate the additional Product Subscription upon receipt of the Additional Fees from the Customer.

4.3. If Beam approves the Customer's request to purchase an additional Product Subscription, the Customer shall, within 30 days of the date of Beam's invoice, pay to Beam the Additional Fees.

5. **Product availability**

5.1. Beam shall use commercially reasonable efforts to make the Product generally available except for:

5.1.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am ET time; and

5.1.2. unscheduled maintenance performed outside Normal Business Hours, provided that Beam has used commercially reasonable efforts to give the Customer at least 6 Normal Business Hours' notice in advance.

5.2. Beam will provide the Customer with its standard customer support services during Normal Business Hours as amended from time to time thereafter by agreement between the parties.

6. **Privacy and Data Security**

6.1. Subject to section 10.4, (i) the parties will comply with their respective obligations under applicable privacy and security laws with respect to any personal information that they process pursuant to this Agreement and the terms of the Data Processing

Agreement available at https://beam.org/legal/dpa (the "**DPA**") hereby incorporated by reference into this Agreement, (ii) Beam will implement reasonable security safeguards with respect to such personal information, and (iii) in the event of a breach of personal information that Beam processes for or on behalf of Customer, Beam will notify Customer of the breach promptly but in any event within the timeframes required under applicable law.

7. **AI Features**

7.1. Certain features of the Product may include artificial intelligence and logic learning machine functionality ("**AI Features**"). The terms of this section 7 apply to any portion of the Product that include AI Features:

7.2. Customer may use the AI Features only for lawful purposes and in accordance with this Agreement. Customer is responsible for any decisions, actions, or outcomes based on Customer's use of AI Features. AI Features that provide automated decision-making (i) may not be used to make any decisions relating to a data subject (as described in the DPA) that have legal or similarly significant effects, and (ii) must be used solely to support human decision-making in such cases.

7.3. Certain AI Features may permit Users to submit, upload, or otherwise transmit certain Customer Data in order to receive output generated by the AI Features ("**Output**"). As between the parties, Customer retains any Intellectual Property Rights that Customer holds in the Output. Subject to this Agreement (including section 7.4): (i) Beam hereby assigns Customer all right, title, and interest in and to Customer's Output; provided however, that Beam will retain all Intellectual Property Rights that Beam owns or has an interest in, prior to, or separate from the generation of Customer's Output, which includes the Product; and (ii) to the extent any Output provided to Customer incorporates any such Intellectual Property Rights of Beam, then Beam grants Customer a limited, non-exclusive license to use such Intellectual Property Rights solely to the extent necessary for Customer to use Output in accordance with this Agreement.

7.4. Customer acknowledges that due to the nature of the Product, AI Features, and artificial intelligence generally, Output may not be unique, and Beam's other users may receive similar content from the Product. Responses that are requested by and generated for other users are not considered Customer's Output, no matter how similar. Any assignment of Output to Customer does not extend to output generated for other users or any content delivered as part of a third-party offering (including any third-party content contained therein). Customer hereby waives any legal or equitable right or remedy that Customer has or may have against Beam with respect to any assertion that output generated by the Product for another user is owned by Customer.

7.5. In addition to the terms of this section 7, Customer must comply with any terms of use, usage policies, and any other policies that apply to aspects of AI Features provided by a third-party ("**AI**

Providers"). A current list of AI Providers is available at https://trust.beam.org/.

7.6. Without limiting the generality of sections 9.4 and 9.9, Beam does not warrant that any information (including Output) available as part of any AI Feature is accurate or suitable for Customer. Customer acknowledges and agrees that use of any AI Feature may result in inaccuracies, hallucinations, biases, inconsistencies, or false information. Customer is solely responsible for independently verifying such information and will procure that Users independently verify such information. Customer relies on any and all information (including Output) provided by the AI Features at Customer's own risk. Beam will not be liable for any actions or omissions by Customer based on information (including Output) made available on, or provided through, any AI Feature.

7.7. Customer hereby grants to Beam an irrevocable, perpetual, non-exclusive license to access and use Output (i) solely to the extent necessary to provide the Product and related services to Customer and (ii) to improve the Product, its other products and services, and to develop new products and services.

7.8. Customer will only use AI Features in accordance with applicable laws. Customer will not use AI Features in prohibited jurisdictions or provide access to prohibited users under applicable trade sanctions or export control laws.

8. **Third-Party Platform**

8.1. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Beam does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Product or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Product, Customer authorizes Beam to access and exchange Customer Data with such Third-Party Platform on Customer's behalf. Beam makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any Third-Party Platform, or any transactions completed, and any contract entered into by the Customer, with any such Third-Party Platform.

9. **Supplier's obligations**

9.1. Beam warrants that the Product will perform materially as described in its Documentation during a Subscription Term.

9.2. If the Product does not conform with the terms of section 9.1, Beam will, at its expense, use reasonable commercial efforts to correct any such non-conformance promptly. If Beam cannot do so within 30 days of receipt of Customer's warranty claim, either party may terminate the affected Order Form as it relates to the non-conforming Product. Beam will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term. The foregoing constitutes the Customer's sole

and exclusive remedy for any breach of the limited warranty set out in section 9.1.

9.3. Beam's obligations in section 9.1 and 9.2 do not apply to (a) issues caused by Customer's or Users' misuse of or unauthorized modifications to the Product; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the Product other than according to the Documentation; or (d) Trials or other free or evaluation use.

9.4. Beam:

9.4.1. does not warrant that:

9.4.1.1. that the Product and/or the information obtained by the Customer through the Product will meet the Customer's requirements; orthe Product will be free from Vulnerabilities or Viruses.

9.4.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Product may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.5. The existence of this Agreement shall not prevent Beam from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

9.6. Beam warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement.

9.7. Beam shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, as such documents may be amended by Beam in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Beam shall be for Beam to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Beam in accordance with the archiving procedure described in its Back-Up Policy. Beam shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Beam to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

9.8. Except as expressly set forth in this Agreement, the Product is provided to the Customer on an "as is" basis, and Beam makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Beam does not warrant that Customer's use of the Product will be uninterrupted

or error-free, that Beam will review Customer Data for accuracy, or that it will maintain Customer Data without loss. Beam is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Beam's control. The Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

10. **Customer's obligations**

10.1. The Customer shall:

10.1.1. provide Beam with:

10.1.1.1. all necessary cooperation in relation to this Agreement; and

10.1.1.2. all necessary access to such information as may be required by Beam;

10.1.1.3. in order to provide the Product, including but not limited to Customer Data, security access information and configuration services;

10.1.2. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

10.1.3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Beam may adjust any agreed timetable or delivery schedule as reasonably necessary;

10.1.4. ensure that the Users use the Product in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

10.1.5. obtain and shall maintain all necessary licenses, consents, and permissions necessary for Beam, its contractors and agents to perform their obligations under this Agreement;

10.1.6. ensure that its network and systems (including Supported Devices) comply with the relevant specifications provided by Beam from time to time; and

10.1.7. be, to the extent permitted by applicable law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Beam's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10.2. Subject to section 10.4, the Customer shall retain all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer grants Beam the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide the Product, support and services under this Agreement; (b) derive or generate Usage Data and create and compile Aggregated Data; or (c) as otherwise required by applicable laws or as agreed to in writing between the parties.

10.3. Subject to section 10.4, Beam may create and process Usage Data and Aggregated Data for internal business purposes, such as to: (a) track use of Product for billing purposes; (b) provide support for the Product; (c) monitor the performance and stability of the Product; (d) prevent or address technical issues with the Product; (e) to improve the Product, its other products and services, and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking, and reports.

10.4. The parties acknowledge that in providing the Product, Beam may act as a "Business Associate" to the Customer, who may be a "Covered Entity," as those terms are defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("**HIPAA**"). The Business Associate Agreement available at https://beam.org/legal/us-baa (the "**BAA**") is hereby incorporated by reference into this Agreement and shall govern the use and disclosure of any Protected Health Information ("**PHI**") provided by the Customer to Beam. Beam will only use and disclose PHI as expressly permitted in the BAA. In the event of a conflict between any provision of this Agreement and the BAA with respect to PHI, the BAA shall control.

11. **Charges and payment**

11.1. The Customer shall pay the Subscription Fees to Beam for the Product Subscription (and any other fees set forth in an Order Form) in accordance with this section 11 and any Order Form.

11.2. The Customer shall on the Effective Date provide to Beam valid, up-to-date and complete credit card details or approved purchase order information acceptable to Beam and/or any other relevant valid, up-to-date and complete contact and billing details.

11.3. The Order Form shall set out the billing arrangements agreed with the Customer.

11.4. Beam shall invoice the Customer:

11.4.1. on the Effective Date for the Subscription Fees payable in respect of the Pilot Period (if applicable) and Initial Subscription Term; and

11.4.2. subject to section 15.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, and the Customer shall pay each invoice within 30 days after the date of such invoice.

11.5. If Beam has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Beam:

11.5.1. Beam may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's Log-in Mechanism, account and access to all or part of the Product and Beam shall be under no obligation to provide access to the Product while the invoice(s) concerned remain unpaid; and

11.5.2. interest shall accrue on a daily basis on such due amounts at 1.5% per month or the maximum amount allowed by applicable law, whichever is less, commencing on the due date and continuing until fully paid, whether before or after judgment.

11.6. All amounts and fees stated or referred to in this Agreement:

11.6.1. shall be payable in USD;

11.6.2. are non-cancellable and non-refundable;

11.6.3. are exclusive of sales, use, GST, value-added, withholding, or similar taxes or levies that apply to the Order Form, whether domestic or foreign, other than Beam's income tax, which shall be the responsibility of Customer and may added to Beam's invoice(s) at the appropriate rate.

11.7. Beam shall be entitled to increase the Subscription Fees, the Additional Fees and/or the support fees payable by the Customer at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

12. Confidentiality

12.1. "**Confidential Information**" means information disclosed to the receiving party ("**Recipient**") under this Agreement that is designated by the disclosing party ("**Discloser**") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure, but does not include PHI that is subject to section 10.4. Beam's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Product.

12.2. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) only use Confidential Information to fulfil its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Beam is the

Recipient, Beam may retain the Customer's Confidential Information to the extent required to continue to provide the Product. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know provided it remains responsible for their compliance with this section 12 and they are bound to confidentiality obligations no less protective than this section 12.

12.3. These confidentiality obligations shall not apply to Confidential Information that Recipient can document:

12.3.1. is in the possession of and is at the free disposal of either party, or is published or is otherwise in the public domain prior to the receipt of such information by the other;

12.3.2. is or becomes publicly available on a non-confidential basis through no fault of the party receiving the confidential information; or

12.3.3. is received in good faith by either party from a third party who claims to have no obligations of confidence in respect of such information and imposes no obligations of confidence upon the party receiving the confidential information.

12.4. These confidentiality obligations will survive for 5 years from the date of termination or expiration of this Agreement.

12.5. Nothing in this Agreement prohibits either party from making disclosures of Confidential Information or Customer Data, if required by applicable law, subpoena, or court order, provided (if permitted by applicable law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

13. **Indemnity**

13.1. The Customer shall defend, indemnify and hold harmless Beam against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with a third-party claim resulting from Customer Data or the Customer's use of the Product in violation of this Agreement, provided that:

13.1.1. the Customer is given prompt notice of any such claim;

13.1.2. Beam provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and

13.1.3. the Customer is given sole authority to defend or settle the claim.

13.2. Beam shall defend the Customer, its officers, directors and employees against any third-party claim that the Customer's use of the Product in accordance with this Agreement infringes or misappropriates any United States patent effective as of the Effective Date, copyright, or trademark, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

13.2.1. Beam is given prompt notice of any such claim;

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defense and settlement of such claim, at Beam's expense; and

13.2.3. Beam is given sole authority to defend or settle the claim.

13.3. In the defense or settlement of any claim, Beam may procure the right for the Customer to continue using the Product, replace or modify the Product so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.4. In no event shall Beam, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

13.4.1. a modification of the Product by anyone other than Beam; or

13.4.2. the Customer's use of the Product in a manner contrary to the instructions given to the Customer by Beam; or

13.4.3. the Customer's use of the Product after notice of the alleged or actual infringement from Beam or any appropriate authority; or

13.4.4. the Customer's breach of this Agreement.

13.5. The foregoing and section 13 states the Customer's sole and exclusive rights and remedies, and Beam's (including Beam's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Right.

14. Limitation of liability

14.1. Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Product by the Customer, and for conclusions drawn from such use. Beam shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Beam by the Customer in connection with the Product, or any actions taken by Beam at the Customer's direction.

14.2. **Except for Excluded Claims (as defined below) neither party (nor its suppliers or licensors) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance.**

14.3. **Except for Excluded Claims, each party's (and its suppliers' and licensors') entire liability arising out of or related to this**

Agreement will not exceed in aggregate the total Subscription Fees paid or payable by Customer to Beam pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement.

14.4. "**Excluded Claims**" means Customer's (a) infringement, misappropriation or violation of Beam's Intellectual Property Rights, Customer's breach of sections 2.4 or 10 (Customer Obligations); (b) breach of section 12 (Confidentiality); or (c) indemnification obligations in section 13 (Indemnification).

15. Term and termination

15.1. Without limiting section 3.2 with respect to Trials or section 3.4 with respect to Pilots, the Agreement shall, unless otherwise terminated as provided in this section 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**"), unless:

15.1.1. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

15.1.2. otherwise terminated in accordance with the provisions of this Agreement;

15.1.3. and the Pilot Period (if applicable) and Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

15.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

15.3. On termination of this Agreement for any reason:

15.3.1. all licenses granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Product, App and APIs and shall uninstall the App and APIs;

15.3.2. subject to section 10.4, the Customer shall have 10 Business Days following the date of termination to provide a written request for the return of its Customer Data. If such a request is received, Beam shall return a copy of the Customer Data within 30 days of the

request in a form determined by Beam. If no request is received from the Customer within this period, Beam shall be entitled to permanently delete all such Customer Data. The Customer shall pay all reasonable expenses incurred by Beam in returning or disposing of Customer Data. Notwithstanding the foregoing, Beam shall not be required to delete copies of Customer Data from its secure backup archives where commercially prohibitive (so long as such copies are isolated and protected from further processing) and may retain Customer Data as required to comply with its legal or regulatory obligations;

15.3.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and

15.3.4. sections 2.4, 3, 7, 8, 9.4, 9.8, 10.3, 12-14, 15.3, 16 and 17 shall survive expiration or termination of this Agreement.

16. **Force majeure**

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

17. **General**

17.1. The Customer grants Beam a non-exclusive, royalty-free, worldwide license to use the Customer's name, trade mark(s), and logo(s) (the "**Customer Marks**") in Beam's marketing materials, website, pitch decks, and press releases for the purpose of identifying the Customer as a customer of Beam. Beam shall use the Customer Marks in accordance with any brand guidelines provided by the Customer in writing from time to time. The Customer may withdraw this license at any time by giving Beam no less than 30 days' written notice, following which Beam shall cease all new use of the Customer Marks and shall use commercially reasonable efforts to remove existing uses within a reasonable period. For the avoidance of doubt, Beam shall not be

required to recall or destroy materials already in circulation at the time of withdrawal.

17.2. A waiver of any right or remedy is only effective if given in writing and signed on behalf of both parties.

17.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement, and the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

17.5. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other sale of all or substantially all its assets to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

17.6. Beam may modify these Terms (including documents incorporated herein) from time to time with notice to Customer. Modifications take effect at Customer's next Renewal Period or Order Form unless Beam indicates an earlier effective date. If Beam requires modifications with an earlier effective date and Customer objects, Customer's exclusive remedy is to terminate the Agreement with notice to Beam, in which case Beam will provide Customer a refund of any pre-paid Subscription Fees for the terminated portion of the current Subscription Term. To exercise this termination right, Customer must notify Beam of its objections within 30 days after Beam's notice of the modified Agreement. Once the modified Agreement takes effect Customer's continued use of the Product constitutes its acceptance of the modifications. Beam may require Customer to click to accept the modified Terms.

17.7. The parties are independent contractors, not agents, partners, or joint venturers. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

17.8. This Agreement does not give rise to any rights of a third-party to enforce any term of this agreement.

17.9. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and

interpreted in accordance with the laws of the state of Delaware and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New Castle County, Delaware and both parties submit to the personal jurisdiction of those courts.

We're hiring →

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PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 09/30/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying September 30, 2026 e-mail poll approval of Road Use Agreement between Prowers County and Clay Creek, LLC, authoring Don Wilson, Prowers County Administrator, to use Commissioners' signature stamps.

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 _____

ROAD USE AGREEMENT

THIS AGREEMENT ("Agreement") made in duplicate originals effective as of this 25th day of September, 2026 (the "Effective Date")

BETWEEN

PROWERS COUNTY
301 South Main, Suite 215
Lamar, CO 81052
(719) 336-8025
(the "County")

AND

CLAY CREEK ENERGY LLC
1403 Harney Street, Suite 200
Omaha, Nebraska 68102
(402) 502-7250
(the "Company")

1. DEFINITION OF TERMS USED IN THIS AGREEMENT

"Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with the Company.

"Appurtenance" shall mean and refer to a sidewalk, ditch, any type of wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a County Road; or any public construction, barrier or any other public improvement such as any earth work, rock, tree or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

"Business Days" means Monday through Friday, during normal business hours of 8:00 a.m. to 4:00 p.m., excluding statutory holidays.

"County Road" means a public road under the direction, control and management of the County including:

(i) a developed road on which improvements such as grading or surfacing have been made for the purpose of public travel and access, including any Appurtenances, a culvert or bridge forming part of a public road and any structure incidental to a public road including but not limited to the support of any roadway;

(ii) an undeveloped surveyed road allowance or road plan;

(iii) a road included by County for receipt of Highway User Tax Fund (HUTF) distributions.

"Haul Route" means those County Roads that are identified in the map submitted by the Company and attached hereto as Exhibit A-1 (oversized loads) and A-2 (construction loads) that specifies all County Roads to be used by the Company to move/haul goods, equipment, and materials for Project construction and which have been approved as Haul Routes by the County, either with or without restrictions except as provided herein, together with any appurtenances and all associated improvements to said County Roads for intersection upgrades and access points. The Company shall not move or haul goods, equipment or materials on any County Road which is not designated as a Haul Route. In the event Company needs to move/haul goods, equipment or materials on a County Road not designated as a Haul Route, it must contact County with a proposal to use the alternative route, the reason why a designated Haul Route cannot be used and how Company intends to remediate any damage done to the County Road. County will consider these items in good faith and the alternative route may be added to and considered a Haul Route for the purposes of this Agreement if agreed to by County.

"Legal Load" means:

(i) the maximum gross weight that may be borne by a tire, an axle or an axle group or any of them according to applicable law; or

(ii) the maximum gross weight that may be borne by a public vehicle or combination of public vehicles on a highway, secondary road, rural road or street and as set out from time to time under the Traffic Safety Act and regulations or orders made there under.

"Pre-Inspection" means an inspection conducted by the County and Company of Company's proposed Haul Routes prior to the commencement of construction on the Project. Haul Routes shall be inspected and photographed prior to Company's commencement of construction on the Project and as required by Section 4 hereof. .

"Post-Inspection" means an inspection by the County and Company of the Haul Routes after completion of construction on the Project, as required by Section 8(c) hereof. Haul Routes will be inspected and photographed following completion of the Project and after repairs to the County Roads required by this Agreement have been completed.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the terms and conditions under which the Company shall permitted to utilize County Roads within Prowers County in connection with its Clay Creek Energy, LLC Lamar Solar Array project (the "Project"). The parties to this Agreement agree:

(a) That in the event there is damage from the use of any County Roads which damage in any way results from, or is in any way related to, the use of said County Roads by the Company during the course of the Project, its agents, employees, contractors and/or any person or entity providing services to the Company for the hauling or moving of goods, equipment or materials, the Company shall be solely responsible for all costs associated with the complete repair of all such damage and for the restoration of any damaged County Road to a condition which is at least as good as, or better than, the condition in which the County Road existed before use by the Company;

(b) The Company shall be responsible for dust control within the areas designated on Exhibit A-3 during construction as specified by Section 8(i) herein;

(c) Exhibit A-l and Exhibit A-2 contain a detailed map showing all County Roads which the Company proposes to use and improve as Haul Routes in connection with the Project. Improvement plans shall be subject to review and approval by the County as provided below, which approval shall not be unreasonably withheld or delayed, and upon approval the Company shall be permitted to make such improvements;

(d) The Company shall not utilize any County Roads as Haul Routes in connection with its Project except as provided herein. It is this Agreement's intention to establish routing for, and regulations governing, the movement and hauling of goods, equipment, and materials, including all surface servicing equipment for the Project;

(e) The Company is permitted to use County Roads other than approved Haul Routes within the Legal Load for purposes other than hauling material quantities of goods, equipment, and materials.

(f) Where the County Roads and/or Haul Routes proposed for use by the Company and depicted on Exhibits A-1 or A-2 overlap with County Roads or Haul Routes proposed for use by another company/entity whereby responsibility for repair of any damage to the County Roads or Haul Routes may be unclear, Company agrees to coordinate use of the County Roads or Haul Routes with the other company/entity, where such use overlaps between the Company and that of the other company/entity. Any dispute between Company and the County regarding repair and restoration obligations shall be mutually agreed to and resolved according to the terms of Section 8.iii.c. of this Agreement. Any dispute between Company and any other company/entity with overlapping use of the County Roads or Haul Routes shall be resolved between Company and the other company/entity.

(g) Prior to beginning use of the County Roads or Haul Routes for construction of the Project, Company shall provide notice to the County of its intent to begin work on the Project and commence use of the County Roads and/or Haul Routes. The provided notice shall specify the date on which Company's use of the County Roads and/or Haul Routes will commence.

This Agreement is intended to engage both the County and the Company in an effort to avoid damage to County Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered to address these matters and to protect the County Roads and Appurtenances from damage.

3. TERM

(a) This Agreement shall commence on the Effective Date shown on page 1 and shall continue until 6 months after completion of construction of the Project, including completion of any work required by this Agreement.

(b) This Agreement may be terminated by the County in the event Company fails to cure a violation (or fails to commence efforts to cure violations not reasonably subject to a complete cure within 30 days) of any term hereof within 14 days of the County giving Company written notice of violation specifying the specific nature of the violation and setting forth the County's specific requirements which the Company must meet in order to correct any claimed noncompliance. Company shall have no right to terminate this Agreement except as otherwise specified in this Section 3(b). Notwithstanding anything to the contrary, Company may terminate this Agreement upon the occurrence of any of the following: (i) the Company's decision not to use the County Roads as Haul Routes, or (ii) the Company's decision not to construct the Project.

(c) Notwithstanding the termination of this Agreement, the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting settlement of accounts, shall remain in full force in accordance with their terms.

4. PRE-INSPECTION BY COUNTY

Upon receipt by the County of the Company's detailed map of proposed Haul Routes, the County shall conduct a review of such County Roads to determine their suitability for use as Haul Routes. Within thirty days after receipt or the Company's map of proposed Haul Routes, the County shall conduct a Pre-Inspection of the proposed Haul Route Roads. County will attempt to give Company notice of the scheduling of any such inspection so that Company may participate in the inspection but any failure by County to give such notice or of Company to participate in any such inspection shall not in any way affect the inspection or the Company's obligations hereunder to correct damages caused by the Company's use of any County Roads. If, following the Pre-Inspection, the County, acting reasonably, determines that it is not necessary to impose any restrictions on the Company in relation to the activities specified in the Agreement the County shall notify the Company accordingly, and the Company may proceed to use the County Roads as Haul Routes in strict compliance with this Agreement. If, following the Pre-Inspection, the County determines, in its absolute discretion, that any restriction on the use of a County Road as a Haul Route, including, but not limited to, Legal Load limits, limitations on hours or conditions or manner of operation, dust control or any other matters relating to the use of the County Roads, or that any improvements to any County Roads are required prior to their use as Haul Routes in order to protect either the County Roads themselves or to ensure their safe use by the Company and by the travelling public, or that any variation from County road standards or restrictions may be necessary or beneficial to the preservation of the County Road or to the health or safety of the traveling public, the County shall provide the Company written notice of all restrictions which it determines necessary to impose on the use of any County Road as a Haul Route. The Company's use of any Haul Route shall be subject to any restrictions or conditions imposed by the County and shall be in strict compliance with this Agreement. Before any use of any County Road as a Haul Route, the Company shall pay to have all such Haul Routes videoed and any observed defects photographed so as to establish the condition of the Road prior to its use as a Haul Route.

5. RESTRICTIONS AND DEVIATIONS FROM ROAD RESTRICTIONS

(a) In the event the Company wishes to alter, change or modify any Haul Route,

Company shall notify County in writing of its desire to make such a revision, providing County with a proposed revised Haul Route map and specifying in detail all reasons for any requested change. No change in any Haul Route shall occur until the parties have completed a Pre-Inspection of the proposed route in accordance with Section 4 above. The Company is hereby expressly forbidden from implementing any alteration, change or modification of any Haul Route until it has fully complied with the provisions hereof and has received written approval from the County for any such proposed change, alteration or modification and such route has been videoed and all defects thereon have been photographed. The County shall not unreasonably deny or delay approval of proposed Haul Route modifications. Exhibit A- I and Exhibit A-2 hereto shall be updated by agreement of the patties hereto to show any approved alterations, changes, or modifications to the Haul Routes. Any deviations from road restrictions granted by the County must comply with County regulations.

(b) In the event the Company is permitted to move any loads which exceed Legal Load limits the Company shall pay for the cost of videoing the road and photographing any visible damage immediately following any such movements.

(c) The Company shall pay to have all County Roads used as Haul Routes videoed and any observed damage photographed within ninety days after completion of all movements associated with the construction of the Project.

(d) Both parties shall be provided copies of any road videos or photographs taken by or for or on behalf of either party in connection with the Company's use of any Roads.

6. PERFORMANCE GUARANTEE

On or before the commencement of construction of the Project, the Company or its designated representative shall deliver to the County a surety bond, a letter of credit, or another form of security reasonably acceptable to the County (hereinafter referred to as the "Performance Guarantee"), in the amount equal to $6,500/mile. The County may draw upon the Performance Guarantee as necessary to restore the County Roads to their Original condition upon Company's failure to commence efforts to complete repair or maintenance of County Roads within 30 days of the County giving Company written notice of specific deficiencies in Company's repair or maintenance obligations. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs (including reasonable attorneys' fees and costs) incurred by the County in repairing the affected County Roads to substantially the same condition they were in at the time of the pre-inspection and recovering the costs of such repairs as required by paragraph 8(c) below.

(a) The Company shall not haul goods, equipment or materials on the Roads fo1ming the Haul Route until:

(i) it has delivered to the County the security required (in the form of a surety bond or letter of credit) for an amount to be determined by the miles of Haul Route roads as set forth above.

(ii) a Pre-Inspection pursuant to 7(a)(i) has been completed.

7. INSPECTIONS

(a) Any Pre-Inspection of the Haul Routes shall be carried out at reasonable times in the presence of official designates of both the County and the Company at a time set by the County or by the designate of the County alone if so agreed to by the Company after fifteen (15) days prior written notice to Company of the time and place of such inspection.

(b) The County or the Company may, at any time during the term of this Agreement, request that an inspection of the County Roads be carried out to evaluate specific issues identified with the County Roads.

(c) Inspections requested under paragraph 7(b) shall be carried out within four (4) business days of receipt of a request for such inspection, and in the presence of official designates of both the County and the Company.

(d) The County and the Company shall both acknowledge the results of all inspections by having the inspection document(s) signed by their official designates.

(e) Inspection fees and County's costs of the inspections shall be paid by the Company to the County.

8. OTHER TERMS AND CONDITIONS

The following terms and conditions shall apply at all times during the term of this Agreement:

(a) Restriction on Use

The County reserves the right to reasonably establish, prior to commencement of construction of the Project, the hours during which County Roads may be used as Haul Routes for the Project, and may temporarily suspend approvals under this Agreement if, in the opinion of the County, acting reasonably, the prevailing weather conditions, or emergencies warrant such suspension.

(b) Maintenance

If required by the County, the Company shall provide, al its sole expense, all equipment, materials and labor required to maintain the road surface in a condition as good or better than it was immediately prior to the Company's use of the County Road. The Company is not responsible for snow removal.

(c) Damages and Post-Inspections

(i) Pursuant to CRS §42-4-512, the Company shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused in whole or in part by the Company's use. Any repairs required of and undertaken by the Company shall restore the road surface to a condition at least as good as it was in immediately prior to the use of the County Road. The Company shall, except under Force Majeure (as defined in Section 8(h) below) and providing that the weather and weather-related conditions permit, complete these repairs within seven (7) business days of being notified by the County of the need for such

repairs.

(ii) In the event the Company is prevented by Force Majeure, (as defined in Section 8(h) below), the weather or weather-related conditions from completing the repairs required by the County, pursuant to that specified in 8(c)(i) above, within five (5) business days, the County, acting reasonably, may specify a further period of time within which the Company must complete such repairs.

(iii) Upon Company's written notice to the County of completion of the Project and its satisfaction of Road repair obligations herein, the County and Company shall schedule a Post-Inspection of the Haul Routes and any other County Roads required to be repaired under this Agreement. Within fifteen (15) days after completion of the Post-Inspection, the County and Company shall meet to compare the Pre-Inspection data and Post-Inspection data and mutually determine the extent to which any Haul Route Road or other County Road designated for dust control as depicted in Exhibit A-3 requires further repair by the Company to bring its condition to at least its Pre-Inspection condition. The County shall either (a) issue a letter accepting the Company's performance under this Agreement as complete and fully satisfied and return any security marked cancelled, or (b) identify in detail such additional actions that the County finds necessary for the Company to satisfy its obligations under this Agreement. The County and Company shall conduct further Post-Inspection as needed.

(iv) County may, at its sole discretion, and after receipt of responses to a Request for Proposal, employ a third-party engineer licensed in the State of Colorado to complete any or all of the Post-Inspection and damage assessment obligations required by this Section 8(c). Company shall reimburse the County for all reasonable cost of such consultation.

(d) Costs

In the event that the Company fails to complete the repairs required by the County, pursuant to paragraph 8(c)(above, the County may draw upon the security to effect the repairs in accordance with the provisions of the surety bond or letter of credit. In the event that the security is not sufficient to cover the cost of repairs, or if no security was posted, the Company shall be liable to the County for all reasonable costs (including reasonable attorney fees and costs) incurred by the County in repairing the roads to the same condition they were as documented in the Pre-inspection process and recovering the costs of such repairs. The Company shall have a right to receive, upon a written request to the County, a full detailing of all expenses incurred by the County.

(e) Emergencies

The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the County Roads that the County deems necessary for public safety. The Company shall have a right to receive, upon a written request to the County, a full detailing of all expenses incurred by the County.

(f) Notification

The County and the Company shall provide notification to each other of any action taken under 8(c), (d) and (e) above as soon as is reasonably practicable.

(g) Indemnity

The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the County Roads, but such indemnity shall not apply to the intentional acts or negligence of the County, its employees, agents, contractors or subcontractors.

(h) Force Majeure

No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, flooding, pandemic, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond its control that prevents completion of work or fulfillment of any obligations required by this Agreement; but lack of finances shall in no event be deemed to be a cause beyond a party's control.

(i) Dust Control

The Company shall provide dust control during its use of the County Roads in the manner prescribed by the Federal Highway Administration Handbook for Unpaved Road Dust Management (Publication No. FHWA-CFL/TD-13-001).

9. NOTICES

All notices required to be given under the terms of this Agreement, shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

To Prowers County:
Prowers County
Attn: Prowers County Administrator
301 South Main, Suite 215
Lamar, CO 81052
Phone: (719) 336-8025
Email: dwilson@prowerscounty.net

To Company:
Clay Creek Energy LLC
Attn: Michael Knapp
1403 Harney Street, Suite 200
Omaha, Nebraska 68102
Phone: (402) 502-7250
Email: michael@sandhillsenergy.com

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally, on the day delivered; if sent by registered mail, on the 4th business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand (including by reputable overnight courier).

10. ASSIGNMENT

Except as otherwise provided herein, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not

unreasonably be withheld. Company shall be permitted to assign this Agreement to the following without the prior written consent of County: (a) an Affiliate; or (b) a public utility company provided however that no assignment of this Agreement by Company shall be effective until such time that the assignee has provided notice and delivered to the County its written commitment to fulfill all obligations of the Company hereunder.

11. WAIVERS

(a) Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision;

(b) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.

12. SUCCESSORS AND ASSIGNS

Subject to the limitations on Assignment set forth above, this Agreement shall inure to the benefit of, and be binding upon the County and the Company and their respective successors and permitted assigns.

13. TIME IS OF THE ESSENCE

Time shall be of the essence of this Agreement.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid. illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof but the invalid, illegal or unenforceable terms shall be reformed, as nearly as possible, to achieve its original intent in a manner which is not invalid, illegal or unenforceable.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterparts signature(s) shall, when taken with all other signatures, be treated as if executed upon one original of this Agreement. A facsimile or electronic signature of any party shall be binding upon that party as if it were the original.

16. GOVERNING LAW, VENUE AND JURIDICTION

This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado the application of the laws or any other jurisdiction are hereby waived by the parties. The Parties consent and agree that venue of any action brought under this agreement shall be in the exclusive jurisdiction of the Courts of the State of Colorado and that venue of any action brought under this agreement shall be exclusively in the County of Prowers, State of Colorado.

17. ENTIRE AGREEMENT

Except to this extent expressly stated herein, this Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter contained herein and hereby merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

18. AMENDMENTS

This Agreement may be amended or modified by the parties only in writing, and signed by all parties, except as otherwise permitted herein.

19. LEGAL AUTHORITY

The parties hereto each acknowledge that they have the full legal capacity to enter into all terms contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date and year first above written

BOARD OF COMMISSIONERS OF PROWERS COUNTY, COLORADO

Roger Stagner
Chairman

Attest:

Jana Coen
Prowers County Clerk and Recorder

CLAY CREEK ENERGY, LLC,
a Nebraska Limited Liability Company

By _____
Printed Name: Theothoros Giannakouros
Title: Executive VP, Sandhills Energy

Exhibit A-1
Haul Route for Oversized Loads
(Map)



Exhibit A-2
Haul Route for Construction Loads
(Map)

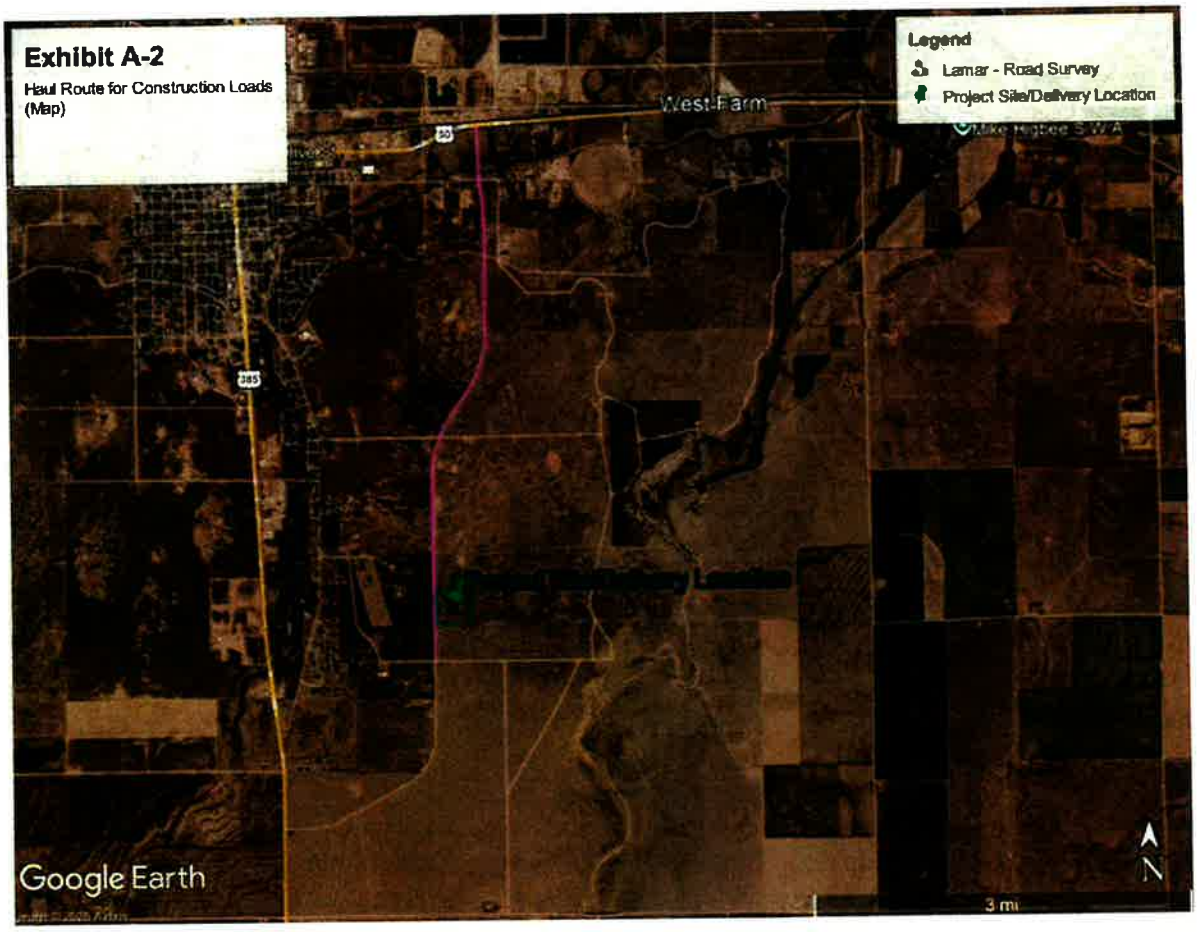


Exhibit A-3
Dust Control Areas
(Map)

IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS

Clay Creek Road Use Agreement - Final

Final Audit Report 2026-09-25

Created:	2026-09-25
By:	William Harper (william.harper@sandhillsenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9ougq_flP0Y5zboQ-KYdzQ8lEUHOXIlp

"Clay Creek Road Use Agreement - Final" History

Document created by William Harper (william.harper@sandhillsenergy.com)
2026-09-25 - 6:43:36 PM GMT

Document emailed to Theothoros Giannakouros (raki@sandhillsenergy.com) for signature
2026-09-25 - 6:43:41 PM GMT

Email viewed by Theothoros Giannakouros (raki@sandhillsenergy.com)
2026-09-25 - 6:44:47 PM GMT

Document e-signed by Theothoros Giannakouros (raki@sandhillsenergy.com)
Signature Date: 2026-09-25 - 7:15:13 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-09-25 - 7:15:13 PM GMT

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 9/30/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 10/23/26

Item Title/Recommended Board Action:

Consider approval of a Letter of Support sent to Bert Frost, Regional Director National Park Service for the reconstruction / rehabilitation option for Bent's Fort National Park Service Project.

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

October 13, 2026

Bert Frost
Regional Director
National Park Service
12795 West Alameda Parkway
Denver, CO 80225

RE: Letter of Support for the Rehabilitation and Reconstruction of Bent's Fort

On behalf of the Prowers County Board of County Commissioners, we are pleased to express our strong support for the rehabilitation and reconstruction of **Bent's Fort**.

Bent's Fort is an important part of Colorado's history and represents a significant chapter in the development of the Arkansas River Valley. Its location along the historic Santa Fe Trail made it a center of commerce, transportation, cultural exchange, and interaction among traders, travelers, Native peoples, settlers, and military personnel.

The preservation of Bent's Fort provides an invaluable educational resource for residents, students, visitors, and future generations. Together with other significant historic resources in southeastern Colorado, including Amache National Historic Site in Prowers County, Bent's Fort helps tell the broader and diverse history of our region. Preserving these sites provides opportunities to educate visitors about the people, communities, and events that shaped the area and Colorado as a whole. Maintaining and appropriately reconstructing the site will help ensure that a piece of southeast Colorado history remains accessible and accurately represented for many more years. The site also contributes to regional tourism and provides economic and cultural benefits to communities throughout the southeastern plains, including Prowers County.

We support efforts to rehabilitate and reconstruct Bent's Fort in a manner that is historically accurate, protects the integrity of the site, and enhances opportunities for public education and visitation. We encourage consideration and support of funding and other resources necessary to advance these important efforts.

Thank you for your consideration of this project.

Sincerely,

Roger Stagner_____
County Commissioner

Ty Harmon_____
County Commissioner

Ron Cook _____
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Administration

Submitted to the County Administration Office on: 10/01/2026

Return Originals to: Administration

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) member to the Prowers County Lodging Tax Tourism Panel, to fill the remaining term, to expire December 2027 to expire .

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: 10/13/26

Submitter: Don Wilson County Administrator

Submitted to the County Administration Office on: 9/30/26

Return Originals to: Don Wilson County Administrator

Number of originals to return to Submitter: 3

Contract Due Date: 10/14/26

Item Title/Recommended Board Action:

Consider approval of a Letter of Support to Colorado Division of Housing for Stephanie Gonzales, Southeast Colorado Enterprise Development (SECED), Southeast Colorado Regional Housing Authority (SECRHA), and Department of Local Affairs (DOLA) regarding Prop 123 SFOO Housing Rehab 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 _____

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

October 13, 2026

Colorado Division of Housing
Attn: Brittany Bell
1313 Sherman St, Room 320
Denver, CO 80203

RE: SECED Prop 123 SFOO Housing Rehab Letter of Support

Dear Ms. Bell,

On behalf of the Prowers County Board of County Commissioners, please accept this letter in support of the Southeast Colorado Enterprise Development, Inc. (SECED) and Southeast Colorado Regional Housing Authority's (SECRHA) application for DOLA's Prop 123 Single Family Owner-Occupied (SFOO) Housing Rehab Program to assist eligible homeowners with repairs to their homes within the Prop 123 opted-in counties and communities in the region. Prowers County supports the vision to assist current and prospective homeowners with housing rehabilitation funding to help improve the housing stock in the region. The County has demonstrated its support for affordable housing by committing funds for match from the SECRHA Housing Development Fund held at the Southeast Colorado Enterprise Development (SECED).

SECED, has a long history of successfully operating the SFOO housing rehabilitation program since 1996 and now in collaboration with the SECRHA, have proven to be successful community development partners through their efforts over the last three years in building 117 rental and single-family housing units across the six counties. Their important work of affordable housing rehabilitation and development utilizing resources provided by State programs, such as Prop 123, is expanding its reach to additional jurisdictions in the region and in Prowers County.

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

Sincerely,

Roger Stagner_____
County Commissioner

Ty Harmon_____
County Commissioner

Ron Cook _____
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/26

Submitter: Anthony Letteer, PAT'S

Submitted to the County Administration Office on: 10/2/2026

Return Originals to: Anthony Letteer

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Credit Card Authorization for Anthony Letteer, PAT'S Department, limit increase to $3,500.00.

Justification or Background:

Prowers Area Transit is working to establish in-house breath alcohol testing for its employees and other county departments that may need these services. Purchasing an ALCO breath alcohol testing device will support this effort and reduce reliance on outside testing providers.

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: 10-13-2026

Submitter: Paula Gonzales, Finance Director

Submitted to the County Administration Office on: 10-06-2026

Return Originals to: Paula Gonzales/Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:
Consider approval of Resolution for Exemption from Audit Application for the Town of Hartman Years 2021, 2022, 2023, 2024 and 2025.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

RESOLUTION No. 2026-_____

A RESOLUTION APPROVING AN EXEMPTION FROM AUDIT APPLICATION FOR YEARS 2021, 2022, 2023, 2024, AND 2025 FOR THE NOW UNINCOORPERATED TOWN OF HARTMAN, STATE OF COLORADO.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS of PROWERS COUNTY seeks to claim exemption from the audit requirements of Section 29-1-603, C.R.S. for TOWN OF HARTMAN which was abandoned per Order 2026TA02; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government where neither revenues nor expenditure exceed $1,000,000 may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

WHEREAS, neither revenues nor expenditures for former TOWN OF HARTMAN exceeded $200,000 for the Years 2021, 2022, 2023, 2024, and 2025; and

WHEREAS, an application for exemption from audit for TOWN OF HARTMAN has been prepared by Paula Gonzales, Finance Director for Prowers County; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations issued by the State Auditor.

NOW THEREFORE, be it resolved by the BOARD OF COUNTY COMMISSIONERS of PROWERS COUNTY that the application for exemption from audit for TOWN OF HARTMAN for the years ending 12/31/2021, 12/31/2022, 12/31/2023, 12/31/2024 and 12/31/2025 has been personally reviewed and is hereby approved by a majority of the BOARD OF COUNTY COMMISSIONERS of PROWERS COUNTY; that those members of the BOARD OF COUNTY COMMISSIONERS have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit for TOWN OF HARTMAN for the years ending 12/31/2021, 12/31/2022, 12/31/2023, 12/31/2024 and 12/31/2025.

ADOPTED THIS 13th day of October, 2026

_____
ROGER STAGNER Commissioner, Chair

ATTEST:

_____
JANA COEN, County Clerk

_____
TY HARMON Commissioner

_____
RON COOK Commissioner

Application for Exemption From Audit
Short Form

Instructions

If either revenues or expenditures exceed $200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed $1,000,000 in the year.

Exemptions from audit are **NOT** automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL** instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis.**

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

This document, as published by the Office of the State Auditor, meets applicable digital accessibility standards. The OSA is not responsible for the accessibility of this document if it has been modified by a third party. Any state agency, public entity, or contractor engaged by a state agency or public entity that modifies this document assumes full responsibility for ensuring it meets applicable accessibility requirements.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the LexisNexis Colorado portal.

Checklist

☑ Has the preparer signed the application prior to board approval?

☑ Has the entity corrected all prior year deficiencies as communicated by the OSA?

☑ Has the application been **personally** reviewed and approved by the governing body?

☑ Are all sections on the form complete, including responses to all of the questions?

☑ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ◉ Yes ○ No

☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?

☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?

☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ○ Yes ○ No

☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lg

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000

Questions? **Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

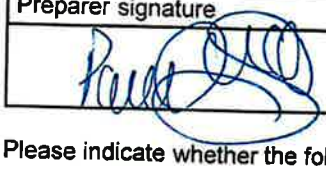
Contact Information

For the year ended 12/31/2021 or the fiscal year ended _____.

Name of government	TOWN OF HARTMAN
Street address	105 MAIN STREET
City, State, Zip	HARTMAN, CO 81043
Contact person	PAULA GONZALES
Phone	719-336-8025
Email	paula.gonzales@prowerscounty.net

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	PAULA GONZALES	
Title	PROWERS COUNTY FINANCE DIRECTOR	
Firm name (if applicable)		
Address	301 S MAIN ST, STE 215, LAMAR, CO 81052	
Phone	719-336-8025	
Preparer signature		Date prepared
		9/13/2026

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☑ Governmental (modified accrual basis)

☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	$ 2,817
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	$ 709
1-8	Highway Users Tax Funds (HUTF)	$ 8,894
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	$ 32,520
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	$ 61
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	$ 1,283
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21	AMERICAN RESCUE FUNDS	$ 9,426
1-22	MINERAL LEASE/SEVERANCE TAX	$ 254
1-23		
1-24		
1-25	**TOTAL REVENUES** (add lines 1-1 through 1-24)	$ 55,963

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	$ 21,224
2-5	Employee benefits	
2-6	Insurance	$ 5,911
2-7	Accounting and legal fees	
2-8	Repair and maintenance	$ 3,520
2-9	Supplies	$ 4,080
2-10	Utilities and telephone	$ 10,093
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	$ 7,648
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	$ 5,608
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Bank Fees	$ 217
2-25	American Rescue Funds	$ 4,476
2-26	Reimbursement	$ 100
2-27		
2-28	**TOTAL EXPENDITURES/EXPENSES** (Add lines 2-1 through 2-27)	$ 62,877

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?		◉ Yes	○ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	○ N/A	◉ Yes	○ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?		◉ Yes	○ No
	If no, MUST explain below.			
	N			
3-5	If no, also indicate if the government is in default with its bond agreements.		○ Yes	○ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds	$ 44,172		$ 5,608	$ 38,564
3-7	Revenue Bonds				$ 0
3-8	Notes/Loans				$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				$ 0
3-10	Developer Advances				$ 0
	Other (specify in line 3-11)				
3-11					$ 0
3-12	**TOTAL** (Add lines 3-6 through 3-11)	$ 44,172	$ 0	$ 5,608	$ 38,564

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

THE TOWN OF HARTMAN WAS DECLARED ABANDONED AND NO DEBT WAS ASSUMED BY THE REPORTING AGENCY OF PROWERS COUNTY. THE INFORMATION PROVIDED IS FROM RECORDS RECOVERED AND PROWERS COUNTY CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	○ Yes	◉ No
3-14	If yes, how much?		
3-15	Date the debt was authorized		
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	○ Yes	◉ No
3-17	If yes, how much?		
3-18	Date of the most recent Service Plan		
3-19	Does the entity intend to issue debt within the next calendar year?	○ Yes	◉ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	○ Yes	◉ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	○ Yes	◉ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	○ Yes	◉ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

THE TOWN OF HARTMAN MAY HAVE OUTSTANDING DEBT, HOWEVER AS THE AGENCY FILING THIS REPORT, PROWERS COUNTY DOES NOT HAVE ANY OUTSTANDING DEBT AND ACCORDING TO ORDER 2026TA02 DOES NOT ASSUME ANY OF THE TOWN OF HARTMAN'S DEBT.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	$ 46,211
4-2	Certificates of deposit	$ 4,982
4-3	**TOTAL CASH DEPOSITS** (Add lines 4-1 and 4-2)	$ 51,193
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	**Total Investments** (Add lines 4-4 through 4-8)	$ 0
4-10	**TOTAL CASH AND INVESTMENTS** (Add lines 4-3 and 4-9)	$ 51,193

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	○ N/A	◉ Yes	○ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?		◉ Yes	○ No
4-13	If no, MUST explain below.			

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	○ Yes	○ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	○ Yes	○ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				$ 0
5-5	Buildings				$ 0
5-6	Machinery and Equipment				$ 0
5-7	Furniture and Fixtures	$ 379,826			$ 379,826
5-8	Infrastructure				$ 0
5-9	Construction In Progress (CIP)				$ 0
5-10	Leased & SBITA Right-to-Use Assets				$ 0
	Other (explain in line 5-11)				
5-11					$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				$ 0
5-13	**TOTAL** (Add lines 5-4 through 5-12)	$ 379,826	$ 0	$ 0	$ 379,826

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	○ Yes	◉ No
6-2	Does the entity have a volunteer firefighters' pension plan?	○ Yes	◉ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	**TOTAL** (Add lines 6-4 through 6-6)		$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	○ N/A	◉ Yes	○ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	○ N/A	◉ Yes	○ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5		
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer's Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	◉ Yes	○ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	○ Yes	◉ No
9-2	If yes, what was the date of formation		
9-3	Has the entity changed its name in the past or current year?	○ Yes	◉ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	○ Yes	◉ No
9-7	Please indicate what services the entity provides below.		
9-8	Does the entity have an agreement with another government to provide services?	○ Yes	◉ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	○ Yes	◉ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	◉ Yes	○ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report $ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		21.255
9-15	**TOTAL MILLS** (Add lines 9-13 through 9-14)		21.255

9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	◉ N/A	○ Yes	○ No
9-17	If no, please explain below.			

Please use the space below to provide any additional information (optional).

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	◉ Yes	○ No

Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

1) Submit the application in hard copy via U.S. Mail, including original signatures.
2) Submit the application electronically via email and either:
   a. include a copy of an adopted resolution that documents formal approval by the board; or
   b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	ROGER STAGNER	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	TY HARMON	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 3		
Board member's name	RON COOK	
My term expires on	12/31/2026	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 4		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 5		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date

Application for Exemption From Audit
Short Form

Instructions

If either revenues or expenditures exceed $200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed $1,000,000 in the year.

Exemptions from audit are **NOT** automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL** instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis.**

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

This document, as published by the Office of the State Auditor, meets applicable digital accessibility standards. The OSA is not responsible for the accessibility of this document if it has been modified by a third party. Any state agency, public entity, or contractor engaged by a state agency or public entity that modifies this document assumes full responsibility for ensuring it meets applicable accessibility requirements.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the LexisNexis Colorado portal.

Checklist

☑ Has the preparer signed the application prior to board approval?

☑ Has the entity corrected **all prior year deficiencies** as communicated by the OSA?

☑ Has the application been **personally** reviewed and approved by the governing body?

☑ Are all sections on the form complete, including responses to all of the questions?

☑ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ◉ Yes ○ No

☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?

☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?

☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ○ Yes ○ No

☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lg

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000

Questions? **Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

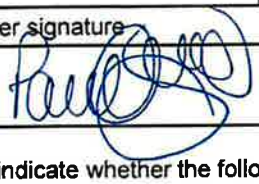
Contact Information

For the year ended 12/31/2022 or the fiscal year ended _____.

Name of government	TOWN OF HARTMAN
Street address	105 MAIN STREET
City, State, Zip	HARTMAN, CO 81043
Contact person	PAULA GONZALES
Phone	719-336-8025
Email	paula.gonzales@prowerscounty.net

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	PAULA GONZALES	
Title	PROWERS COUNTY FINANCE DIRECTOR	
Firm name (if applicable)		
Address	301 S MAIN ST, STE 215, LAMAR, CO 81052	
Phone	719-336-8025	
Preparer signature		Date prepared
		9/13/2026

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☑ Governmental (modified accrual basis)

☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	$ 647
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	$ 44,616
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	$ 6,720
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	$ 28,831
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	$ 31
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	$ 733
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22	MINERAL LEASE/SEVERANCE TAX	$ 39
1-23	UNDETERMINED FROM RECORDS AVAILABLE	$ 5,319
1-24		
1-25	**TOTAL REVENUES** (add lines 1-1 through 1-24)	$ 86,936

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	$ 1,796
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	$ 30,998
2-5	Employee benefits	
2-6	Insurance	$ 3,945
2-7	Accounting and legal fees	$ 4,140
2-8	Repair and maintenance	$ 7,431
2-9	Supplies	$ 4,272
2-10	Utilities and telephone	$ 12,519
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	$ 221
2-14	Capital outlay	
2-15	Utility operations	$ 43,170
2-16	Culture and recreation	$ 1,419
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	$ 2,804
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Bank Fees	$ 642
2-25	ELECTION EXPENSE	$ 1,000
2-26	UNDETERMINED FROM RECORDS AVAILABLE	$ 1,200
2-27		
2-28	**TOTAL EXPENDITURES/EXPENSES** (Add lines 2-1 through 2-27)	$ 115,557

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?		◉ Yes	○ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	○ N/A	◉ Yes	○ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?		◉ Yes	○ No
	If no, MUST explain below.			
	N			
3-5	If no, also indicate if the government is in default with its bond agreements.		○ Yes	○ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds	$ 38,564		$ 2,804	$ 35,760
3-7	Revenue Bonds				$ 0
3-8	Notes/Loans				$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				$ 0
3-10	Developer Advances				$ 0
	Other (specify in line 3-11)				
3-11					$ 0
3-12	**TOTAL** (Add lines 3-6 through 3-11)	$ 38,564	$ 0	$ 2,804	$ 35,760

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

THE TOWN OF HARTMAN WAS DECLARED ABANDONED AND NO DEBT WAS ASSUMED BY THE REPORTING AGENCY OF PROWERS COUNTY. THE INFORMATION PROVIDED IS FROM RECORDS RECOVERED AND PROWERS COUNTY CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	○ Yes	◉ No
3-14	If yes, how much?		
3-15	Date the debt was authorized		
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	○ Yes	◉ No
3-17	If yes, how much?		
3-18	Date of the most recent Service Plan		
3-19	Does the entity intend to issue debt within the next calendar year?	○ Yes	◉ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	○ Yes	◉ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	○ Yes	◉ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	○ Yes	◉ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

THE TOWN OF HARTMAN MAY HAVE OUTSTANDING DEBT, HOWEVER AS THE AGENCY FILING THIS REPORT, PROWERS COUNTY DOES NOT HAVE ANY OUTSTANDING DEBT AND ACCORDING TO ORDER 2026TA02 DOES NOT ASSUME ANY OF THE TOWN OF HARTMAN'S DEBT.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	$ 17,591
4-2	Certificates of deposit	
4-3	**TOTAL CASH DEPOSITS** (Add lines 4-1 and 4-2)	$ 17,591
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	**Total Investments** (Add lines 4-4 through 4-8)	$ 0
4-10	**TOTAL CASH AND INVESTMENTS** (Add lines 4-3 and 4-9)	$ 17,591

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	○ N/A	◉ Yes	○ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?		◉ Yes	○ No
4-13	If no, MUST explain below.			

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	○ Yes	○ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	○ Yes	○ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				$ 0
5-5	Buildings				$ 0
5-6	Machinery and Equipment				$ 0
5-7	Furniture and Fixtures	$ 379,826			$ 379,826
5-8	Infrastructure				$ 0
5-9	Construction In Progress (CIP)				$ 0
5-10	Leased & SBITA Right-to-Use Assets				$ 0
	Other (explain in line 5-11)				
5-11					$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				$ 0
5-13	**TOTAL** (Add lines 5-4 through 5-12)	$ 379,826	$ 0	$ 0	$ 379,826

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	○ Yes	◉ No
6-2	Does the entity have a volunteer firefighters' pension plan?	○ Yes	◉ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	**TOTAL** (Add lines 6-4 through 6-6)		$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	○ N/A	◉ Yes	○ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	○ N/A	◉ Yes	○ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5		
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer's Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	◉ Yes	○ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	○ Yes	◉ No
9-2	If yes, what was the date of formation		
9-3	Has the entity changed its name in the past or current year?	○ Yes	◉ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	○ Yes	◉ No
9-7	Please indicate what services the entity provides below.		
9-8	Does the entity have an agreement with another government to provide services?	○ Yes	◉ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	○ Yes	◉ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	◉ Yes	○ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report $ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		21.255
9-15	**TOTAL MILLS** (Add lines 9-13 through 9-14)		21.255

9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	◉ N/A	○ Yes	○ No
9-17	If no, please explain below.			

Please use the space below to provide any additional information (optional).

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	◉ Yes	○ No

Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

1) Submit the application in hard copy via U.S. Mail, including original signatures.
2) Submit the application electronically via email and either:
   a. include a copy of an adopted resolution that documents formal approval by the board; or
   b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	ROGER STAGNER	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	TY HARMON	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 3		
Board member's name	RON COOK	
My term expires on	12/31/2026	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 4		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 5		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date

Application for Exemption From Audit
Short Form

Instructions

If either revenues or expenditures exceed $200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed $1,000,000 in the year.

Exemptions from audit are **NOT** automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL** instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis.**

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

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Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the LexisNexis Colorado portal.

Checklist

☑ Has the preparer signed the application prior to board approval?

☑ Has the entity corrected all prior year deficiencies as communicated by the OSA?

☑ Has the application been **personally** reviewed and approved by the governing body?

☑ Are all sections on the form complete, including responses to all of the questions?

☑ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ◉ Yes ○ No

☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?

☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?

☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ○ Yes ○ No

☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lg

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000

Questions? **Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

Contact Information

For the year ended 12/31/2023 or the fiscal year ended _____.

Name of government	TOWN OF HARTMAN
Street address	105 MAIN STREET
City, State, Zip	HARTMAN, CO 81043
Contact person	PAULA GONZALES
Phone	719-336-8025
Email	paula.gonzales@prowerscounty.net

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	PAULA GONZALES	
Title	PROWERS COUNTY FINANCE DIRECTOR	
Firm name (if applicable)		
Address	301 S MAIN ST, STE 215, LAMAR, CO 81052	
Phone	719-336-8025	
Preparer signature		Date prepared
		9/13/2026

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☑ Governmental (modified accrual basis)

☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	$ 7
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	$ 3,777
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	$ 3,517
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	$ 29,041
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	$ 6
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	$ 183
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22	MINERAL LEASE/SEVERANCE TAX	$ 95
1-23	UNDETERMINED REVENUE FROM RECORDS AVAILABLE	$ 6,893
1-24		
1-25	**TOTAL REVENUES** (add lines 1-1 through 1-24)	$ 43,520

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	$ 696
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	$ 20,816
2-5	Employee benefits	
2-6	Insurance	$ 5,277
2-7	Accounting and legal fees	
2-8	Repair and maintenance	$ 1,106
2-9	Supplies	$ 1,267
2-10	Utilities and telephone	$ 9,283
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	$ 336
2-14	Capital outlay	
2-15	Utility operations	$ 7,059
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	$ 5,608
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Bank Fees	$ 505
2-25		
2-26	UNDETERMINED EXPENSE FROM RECORDS AVAILABLE	$ 5,914
2-27		
2-28	**TOTAL EXPENDITURES/EXPENSES** (Add lines 2-1 through 2-27)	$ 57,866

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

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Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?		◉ Yes	○ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	○ N/A	◉ Yes	○ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?		◉ Yes	○ No
	If no, MUST explain below.			
	N			
3-5	If no, also indicate if the government is in default with its bond agreements.		○ Yes	○ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds	$ 35,760		$ 5,608	$ 30,152
3-7	Revenue Bonds				$ 0
3-8	Notes/Loans				$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				$ 0
3-10	Developer Advances				$ 0
	Other (specify in line 3-11)				
3-11					$ 0
3-12	**TOTAL** (Add lines 3-6 through 3-11)	$ 35,760	$ 0	$ 5,608	$ 30,152

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

THE TOWN OF HARTMAN WAS DECLARED ABANDONED AND NO DEBT WAS ASSUMED BY THE REPORTING AGENCY OF PROWERS COUNTY. THE INFORMATION PROVIDED IS FROM RECORDS RECOVERED AND PROWERS COUNTY CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	○ Yes	◉ No
3-14	If yes, how much?		
3-15	Date the debt was authorized		
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	○ Yes	◉ No
3-17	If yes, how much?		
3-18	Date of the most recent Service Plan		
3-19	Does the entity intend to issue debt within the next calendar year?	○ Yes	◉ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	○ Yes	◉ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	○ Yes	◉ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	○ Yes	◉ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

THE TOWN OF HARTMAN MAY HAVE OUTSTANDING DEBT, HOWEVER AS THE AGENCY FILING THIS REPORT, PROWERS COUNTY DOES NOT HAVE ANY OUTSTANDING DEBT AND ACCORDING TO ORDER 2026TA02 DOES NOT ASSUME ANY OF THE TOWN OF HARTMAN'S DEBT.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	$ 3,245
4-2	Certificates of deposit	
4-3	**TOTAL CASH DEPOSITS** (Add lines 4-1 and 4-2)	$ 3,245
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	**Total Investments** (Add lines 4-4 through 4-8)	$ 0
4-10	**TOTAL CASH AND INVESTMENTS** (Add lines 4-3 and 4-9)	$ 3,245

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	○ N/A	◉ Yes	○ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?		◉ Yes	○ No
4-13	If no, MUST explain below.			

Please use the space below to provide any additional information (optional).

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Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	○ Yes	○ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	○ Yes	○ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				$ 0
5-5	Buildings				$ 0
5-6	Machinery and Equipment				$ 0
5-7	Furniture and Fixtures	$ 379,826			$ 379,826
5-8	Infrastructure				$ 0
5-9	Construction In Progress (CIP)				$ 0
5-10	Leased & SBITA Right-to-Use Assets				$ 0
	Other (explain in line 5-11)				
5-11					$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				$ 0
5-13	**TOTAL** (Add lines 5-4 through 5-12)	$ 379,826	$ 0	$ 0	$ 379,826

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

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Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	○ Yes	◉ No
6-2	Does the entity have a volunteer firefighters' pension plan?	○ Yes	◉ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	**TOTAL** (Add lines 6-4 through 6-6)		$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	○ N/A	◉ Yes	○ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	○ N/A	◉ Yes	○ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5		
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer's Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	◉ Yes	○ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	○ Yes	◉ No
9-2	If yes, what was the date of formation		
9-3	Has the entity changed its name in the past or current year?	○ Yes	◉ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	○ Yes	◉ No
9-7	Please indicate what services the entity provides below.		
9-8	Does the entity have an agreement with another government to provide services?	○ Yes	◉ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	○ Yes	◉ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	◉ Yes	○ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report $ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		21.255
9-15	**TOTAL MILLS** (Add lines 9-13 through 9-14)		21.255

9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	◉ N/A	○ Yes	○ No
9-17	If no, please explain below.			

Please use the space below to provide any additional information (optional).

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	◉ Yes	○ No

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Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

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My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
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Board member's name		
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Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date

Application for Exemption From Audit
Short Form

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Read **ALL** instructions before completing and submitting this form

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Important!

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Checklist

☑ Has the preparer signed the application prior to board approval?

☑ Has the entity corrected **all** prior year deficiencies as communicated by the OSA?

☑ Has the application been **personally** reviewed and approved by the governing body?

☑ Are all sections on the form complete, including responses to all of the questions?

☑ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ◉ Yes ○ No

☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?

☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?

☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ○ Yes ○ No

☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lg

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor
Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000

Questions? **Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

Contact Information

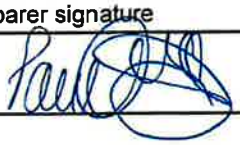
For the year ended 12/31/2024 or the fiscal year ended _____.

Name of government	TOWN OF HARTMAN
Street address	105 MAIN STREET
City, State, Zip	HARTMAN, CO 81043
Contact person	PAULA GONZALES
Phone	719-336-8025
Email	paula.gonzales@prowerscounty.net

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	PAULA GONZALES
Title	PROWERS COUNTY FINANCE DIRECTOR
Firm name (if applicable)	
Address	301 S MAIN ST, STE 215, LAMAR, CO 81052
Phone	719-336-8025

Preparer signature	Date prepared
	9/13/2026

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☑ Governmental (modified accrual basis)

☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	$ 25,248
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	$ 1
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22	MINERAL LEASE/SEVERANCE TAX	$ 62
1-23	UNDETERMINED REVENUE FROM RECORDS AVAILABLE	$ 2,370
1-24		
1-25	**TOTAL REVENUES** (add lines 1-1 through 1-24)	$ 27,681

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	$ 425
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	$ 7,814
2-5	Employee benefits	
2-6	Insurance	$ 4,594
2-7	Accounting and legal fees	
2-8	Repair and maintenance	$ 266
2-9	Supplies	$ 2,163
2-10	Utilities and telephone	$ 4,993
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Bank Fees	$ 645
2-25	ELECTION EXPENSES	$ 536
2-26	UNDETERMINED EXPENSE FROM RECORDS AVAILABLE	$ 5,729
2-27		
2-28	**TOTAL EXPENDITURES/EXPENSES** (Add lines 2-1 through 2-27)	$ 27,164

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?		◉ Yes	○ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	○ N/A	◉ Yes	○ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?		◉ Yes	○ No
	If no, MUST explain below.			
	N			
3-5	If no, also indicate if the government is in default with its bond agreements.		○ Yes	○ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds	$ 30,152			$ 30,152
3-7	Revenue Bonds				$ 0
3-8	Notes/Loans				$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				$ 0
3-10	Developer Advances				$ 0
	Other (specify in line 3-11)				
3-11					$ 0
3-12	**TOTAL** (Add lines 3-6 through 3-11)	$ 30,152	$ 0	$ 0	$ 30,152

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

THE TOWN OF HARTMAN WAS DECLARED ABANDONED AND NO DEBT WAS ASSUMED BY THE REPORTING AGENCY OF PROWERS COUNTY. THE INFORMATION PROVIDED IS FROM RECORDS RECOVERED AND PROWERS COUNTY CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	○ Yes	◉ No
3-14	If yes, how much?		
3-15	Date the debt was authorized		
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	○ Yes	◉ No
3-17	If yes, how much?		
3-18	Date of the most recent Service Plan		
3-19	Does the entity intend to issue debt within the next calendar year?	○ Yes	◉ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	○ Yes	◉ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	○ Yes	◉ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	○ Yes	◉ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

THE TOWN OF HARTMAN MAY HAVE OUTSTANDING DEBT, HOWEVER AS THE AGENCY FILING THIS REPORT, PROWERS COUNTY DOES NOT HAVE ANY OUTSTANDING DEBT AND ACCORDING TO ORDER 2026TA02 DOES NOT ASSUME ANY OF THE TOWN OF HARTMAN'S DEBT.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	$ 3,951
4-2	Certificates of deposit	
4-3	**TOTAL CASH DEPOSITS** (Add lines 4-1 and 4-2)	$ 3,951
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	**Total Investments** (Add lines 4-4 through 4-8)	$ 0
4-10	**TOTAL CASH AND INVESTMENTS** (Add lines 4-3 and 4-9)	$ 3,951

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	○ N/A	◉ Yes	○ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?		◉ Yes	○ No
4-13	If no, MUST explain below.			

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	○ Yes	○ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	○ Yes	○ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				$ 0
5-5	Buildings				$ 0
5-6	Machinery and Equipment				$ 0
5-7	Furniture and Fixtures	$ 379,826			$ 379,826
5-8	Infrastructure				$ 0
5-9	Construction In Progress (CIP)				$ 0
5-10	Leased & SBITA Right-to-Use Assets				$ 0
	Other (explain in line 5-11)				
5-11					$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				$ 0
5-13	**TOTAL** (Add lines 5-4 through 5-12)	$ 379,826	$ 0	$ 0	$ 379,826

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	○ Yes	◉ No
6-2	Does the entity have a volunteer firefighters' pension plan?	○ Yes	◉ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	**TOTAL** (Add lines 6-4 through 6-6)		$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	○ N/A	◉ Yes	○ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	○ N/A	◉ Yes	○ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5		
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer's Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	◉ Yes	○ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	○ Yes	◉ No
9-2	If yes, what was the date of formation		
9-3	Has the entity changed its name in the past or current year?	○ Yes	◉ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	○ Yes	◉ No
9-7	Please indicate what services the entity provides below.		
9-8	Does the entity have an agreement with another government to provide services?	○ Yes	◉ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	○ Yes	◉ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	◉ Yes	○ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report $ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		21.255
9-15	**TOTAL MILLS** (Add lines 9-13 through 9-14)		21.255

9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	◉ N/A	○ Yes	○ No
9-17	If no, please explain below.			

Please use the space below to provide any additional information (optional).

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	◉ Yes	○ No

Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

1) Submit the application in hard copy via U.S. Mail, including original signatures.
2) Submit the application electronically via email and either:
   a. include a copy of an adopted resolution that documents formal approval by the board; or
   b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	ROGER STAGNER	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	TY HARMON	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 3		
Board member's name	RON COOK	
My term expires on	12/31/2026	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 4		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 5		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date

Application for Exemption From Audit
Short Form

Instructions

If either revenues or expenditures exceed $200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed $1,000,000 in the year.

Exemptions from audit are **NOT** automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL** instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis.**

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

This document, as published by the Office of the State Auditor, meets applicable digital accessibility standards. The OSA is not responsible for the accessibility of this document if it has been modified by a third party. Any state agency, public entity, or contractor engaged by a state agency or public entity that modifies this document assumes full responsibility for ensuring it meets applicable accessibility requirements.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the LexisNexis Colorado portal.

Checklist

☑ Has the preparer signed the application prior to board approval?

☑ Has the entity corrected all prior year deficiencies as communicated by the OSA?

☑ Has the application been **personally** reviewed and approved by the governing body?

☑ Are all sections on the form complete, including responses to all of the questions?

☑ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ◉ Yes ○ No

☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?

☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?

☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.

Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ○ Yes ○ No

☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lg

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000

Questions? **Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

Contact Information

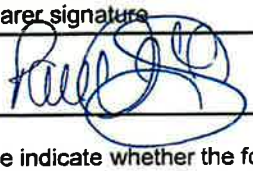
For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	TOWN OF HARTMAN
Street address	105 MAIN STREET
City, State, Zip	HARTMAN, CO 81043
Contact person	PAULA GONZALES
Phone	719-336-8025
Email	paula.gonzales@prowerscounty.net

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	PAULA GONZALES
Title	PROWERS COUNTY FINANCE DIRECTOR
Firm name (if applicable)	
Address	301 S MAIN ST, STE 215, LAMAR, CO 81052
Phone	719-336-8025

Preparer signature	Date prepared
	9/13/2026

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☑ Governmental (modified accrual basis)

☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	$ 25,125
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	$ 2
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	$ 2,383
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22	MINERAL LEASE/SEVERANCE TAX	
1-23	UNDETERMINED REVENUE FROM RECORDS AVAILABLE	$ 129
1-24		
1-25	**TOTAL REVENUES** (add lines 1-1 through 1-24)	$ 27,639

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	$ 249
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	$ 1,002
2-5	Employee benefits	
2-6	Insurance	$ 4,662
2-7	Accounting and legal fees	
2-8	Repair and maintenance	$ 152
2-9	Supplies	$ 531
2-10	Utilities and telephone	$ 4,711
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	$ 458
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24	Bank Fees	$ 30
2-25	ELECTION EXPENSES	
2-26	UNDETERMINED EXPENSE FROM RECORDS AVAILABLE	$ 17,130
2-27		
2-28	**TOTAL EXPENDITURES/EXPENSES** (Add lines 2-1 through 2-27)	$ 28,924

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN $200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?		◉ Yes	○ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	○ N/A	◉ Yes	○ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?		◉ Yes	○ No
	If no, MUST explain below.			
	N			
3-5	If no, also indicate if the government is in default with its bond agreements.		○ Yes	○ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds	$ 30,152			$ 30,152
3-7	Revenue Bonds				$ 0
3-8	Notes/Loans				$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				$ 0
3-10	Developer Advances				$ 0
	Other (specify in line 3-11)				
3-11					$ 0
3-12	**TOTAL** (Add lines 3-6 through 3-11)	$ 30,152	$ 0	$ 0	$ 30,152

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

THE TOWN OF HARTMAN WAS DECLARED ABANDONED AND NO DEBT WAS ASSUMED BY THE REPORTING AGENCY OF PROWERS COUNTY. THE INFORMATION PROVIDED IS FROM RECORDS RECOVERED AND PROWERS COUNTY CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	○ Yes	◉ No
3-14	If yes, how much?		
3-15	Date the debt was authorized		
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	○ Yes	◉ No
3-17	If yes, how much?		
3-18	Date of the most recent Service Plan		
3-19	Does the entity intend to issue debt within the next calendar year?	○ Yes	◉ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	○ Yes	◉ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	○ Yes	◉ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	○ Yes	◉ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

THE TOWN OF HARTMAN MAY HAVE OUTSTANDING DEBT, HOWEVER AS THE AGENCY FILING THIS REPORT, PROWERS COUNTY DOES NOT HAVE ANY OUTSTANDING DEBT AND ACCORDING TO ORDER 2026TA02 DOES NOT ASSUME ANY OF THE TOWN OF HARTMAN'S DEBT.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	$ 3,076
4-2	Certificates of deposit	
4-3	**TOTAL CASH DEPOSITS** (Add lines 4-1 and 4-2)	$ 3,076
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	**Total Investments** (Add lines 4-4 through 4-8)	$ 0
4-10	**TOTAL CASH AND INVESTMENTS** (Add lines 4-3 and 4-9)	$ 3,076

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	○ N/A	◉ Yes	○ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?		◉ Yes	○ No
4-13	If no, MUST explain below.			

Please use the space below to provide any additional information (optional).

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Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	○ Yes	○ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	○ Yes	○ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				$ 0
5-5	Buildings				$ 0
5-6	Machinery and Equipment				$ 0
5-7	Furniture and Fixtures	$ 379,826			$ 379,826
5-8	Infrastructure				$ 0
5-9	Construction In Progress (CIP)				$ 0
5-10	Leased & SBITA Right-to-Use Assets				$ 0
	Other (explain in line 5-11)				
5-11					$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				$ 0
5-13	**TOTAL** (Add lines 5-4 through 5-12)	$ 379,826	$ 0	$ 0	$ 379,826

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

PROWERS COUNTY DOES NOT ASSUME RESPONSIBILITY FOR THE FINANCIALS OF THE TOWN OF HARTMAN. THE INFORMATION PROVIDED IN THIS APPLICATION ARE THE BEST WE CAN PROVIDE BASED ON RECORDS RECOVERED FROM THE TOWN OF HARTMAN AFTER ORDER 2026TA02 ISSUED 7/28/2026 FOR TOWN OF HARTMAN ABANDONMENT.

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	○ Yes	◉ No
6-2	Does the entity have a volunteer firefighters' pension plan?	○ Yes	◉ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	**TOTAL** (Add lines 6-4 through 6-6)		$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	○ N/A	◉ Yes	○ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	○ N/A	◉ Yes	○ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5		
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer's Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	◉ Yes	○ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?		○ Yes	◉ No
9-2	If yes, what was the date of formation			
9-3	Has the entity changed its name in the past or current year?		○ Yes	◉ No
9-4	If yes, please list the NEW name below.			
9-5	If yes, please list the PRIOR name below.			
9-6	Is the entity a metropolitan district?		○ Yes	◉ No
9-7	Please indicate what services the entity provides below.			
9-8	Does the entity have an agreement with another government to provide services?		○ Yes	◉ No
9-9	If yes, list the name of the other governmental entity and the services provided below.			
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)		○ Yes	◉ No
9-11	If yes, what was the date filed			
9-12	Does the entity have a certified mill levy?		◉ Yes	○ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report $ amounts.)			
9-13	Bond redemption mills			
9-14	General/other mills			21.255
9-15	**TOTAL MILLS** (Add lines 9-13 through 9-14)			21.255
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	◉ N/A	○ Yes	○ No
9-17	If no, please explain below.			

Please use the space below to provide any additional information (optional).

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	◉ Yes	○ No

Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

1) Submit the application in hard copy via U.S. Mail, including original signatures.
2) Submit the application electronically via email and either:
   a. include a copy of an adopted resolution that documents formal approval by the board; or
   b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	ROGER STAGNER	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	TY HARMON	
My term expires on	12/31/2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 3		
Board member's name	RON COOK	
My term expires on	12/31/2026	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 4		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 5		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date