PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, NOVEMBER 10, 2026

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

WORK SESSION

9:15 a.m.	Rosana Reyes, Ph.D., Lamar Community College President	
	-	LCC Update
10:00 a.m.	Town of Holly, Council Members	
	-	County Road 34
10:45 a.m.	BOCC	
	-	Budget Workshop

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 October 20, 2026 Meeting Minutes

PUBLIC APPEARANCES

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

UPDATES

Boards and Committees
Commissioner's updates

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

ACTION ITEMS:

1. Consider approval of Credit Card Authorization Request for Kendra Buchanan, Youth Council Manager, new card limit amount $3,000.00.

2. Reconsider 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 $716,503.47 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the contract electronically.

3. 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, 2027 through December 31, 2027 with Prowers County DHS and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU.

4. Consider approval of appointing one (1) Member to the Prowers County Lodging Tax Tourism Panel for a new 3 year term to expire, December 31, 2029.

5. Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application, total cost of the Project is $7,500 for the benefit of City of Lamar Ambulance Service and authorizing Chairman Roger Stagner to execute the document.

6. Consider approval of Independent Contractor Agreement between Prowers County and Scranton Specht and Associates, P.C., for legal services related to matters involving Prowers County 1041 Regulations for a term of January 1, 2027 through December 31, 2027 at a rate of $225/hour.

7. Acknowledging approval of annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, premises location: Section 18 & 19 Range 46 West, Lamar, CO, license type: Club License (County), expiration date December 31, 2027.

8. Acknowledging approval for issuance of two (2) Special Event Liquor Permits for BPOE Lodge Elks for the USA Lodge No. 1319, events scheduled for November 14 and 21, 2026, located at 28157 US HWY 287, Lamar, CO.

9. Consider ratifying 10/26/2026 approval of payment of bills presented for County General Fund in the amount of $45,309.90 with a certification date of 10/27/2026.

10. Consider ratifying 10-26-2026 verbal poll approval of a Purchase of Services Contract Agreement between Prowers County and Laurel Boyle (Independent Contractor) from the date of October 26, 2026 until project is completed, compensation not to exceed $35,000.00 annually.

11. Consider ratifying 10-30-2026 email poll approving of a letter sent to Colorado Parks & Wildlife Commission in opposition to the proposed regulations banning recreation shooting of prairie dogs on public land.

12. Consider approval for Prowers County to participate in the National Opioids Settlement with Albertsons and authorizing BOCC Chairman Roger Stagner to execute the documents electronically.

13. Consider approval of setting a public hearing on November 24, 2026 for a Resolution extending the temporary moratorium on processing Special Use Permit Applications for Natural Medicine.

14. Consider approval of setting a public hearing on November 24, 2026 for a Resolution extending the temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

15. Consider ratifying October 27, 2026 e-mail poll approval of Underground and Utility Permit No. 1005 for May Valley Water Authority and Permit fees were waived, to install a new water line east of of Highway 287 on County Road PP, authorizing the use of BOCC Chairman Roger Stagner's signature stamp.

16. Consider ratifying October 27, 2026 e-mail poll approval of Underground and Utility Permit No. 1006 for May Valley Water Authority and Permit fees were waived, replacing the water line on County Road UU crossing under the west May Valley Drainage Ditch east of County Road 8, and authorizing the use of BOCC Chairman Roger Stagner's signature stamp.

17. Consider approval of Underground and Utility Permit No.1007 for Carrigan Excavating for new water service at 3099 County Road JJ.

18. Consider approval of Underground and Utility Permit No.1008 for Carrigan Excavating to install Granada Water Service on County Road 22 800 feet south of the Amity Canal.

19. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Lamar Community College Antelope Stampede College Rodeo, event scheduled for September 30 - October 3, 2027.

20. 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, 2027 through December 31, 2027 with the following counties: Lincoln, Costilla, Kiowa, Phillips, Otero, Dolores, Archuleta, Pitkin, Gilpin, Fremont, Mesa, Washington, and Broomfield and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU's.

21. Consider approval of TripMaster Software Service Agreement for allowing Prowers Area Transit to implement new dispatching software to support Medicaid compliance and improve transit operations and authorizing PATS Operations Manager to execute the Agreement electronically.

22. Consider approval of the Environmental Report with Environmental Assessment for Water System Improvements for A & B Water Association, and authorizing BOCC Chairman Roger Stagner to execute the documents electronically.

23. Consider approval of GETAC Body Worn Camera Contract with WRAP for a five (5) year Contract to cover cameras accessories and BWC evidence storage, equipment will ship in December 2026 with implementation and usage to begin January 2027 and authorizing County Sheriff, Sam Zordel to execute the Contract.

24. Consider ratifying 11/02/2026 approval of payment of bills presented for County General Fund in the amount of $127,501.70 with a certification date of 11/03/2026.

25. Consider ratifying 10/29/2026 email poll approval of Check #79737 and Certification correction presented for County General Fund with a certification date of 10/29/2026.

26. Consider ratifying 10/26/2026 approval of payroll, payroll A/P, payment of bills presented for County General Fund in the amount of $948,855.61, DHS/WHC in the amount of $259,015.52, and H3C in the amount of $141,362.90 with a certification date of 10/29/2026.

EXECUTIVE SESSION

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

- 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: 11/10/26

Submitter: Meagan Hillman, Public Health Director

Submitted to the County Administration Office on: 10/13/26

Return Originals to: None

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Credit Card Authorization Request for Kendra Buchanan, Youth Council Manager, new card limit amount $3,000.00.

Justification or Background:

New employee managing Youth Council. Need limit $3000 as there a lot on ongoing charges. This is the amount approved for the previous Program Manager

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: 11/10/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 10/14/26

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 for the updated amount of $716,503.47 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the contract electronically.

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!

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	$716,503.47

Extension Terms
None

Total for All State Fiscal Years	$716,503.47

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

Prowers County

By: Lanie Meyers-Mireles, Director

Date: _____

[2nd State or Contractor Signature if Needed]

_____

By: [Name & Title of Person Signing for Signatory]

Date: _____

State of Colorado

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

By: Shelley Banker, Director
Office of Economic Security

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	$820,344.36
Arapahoe	$17,837,871.84
Archuleta	$309,434.06
Baca	$192,071.91
Bent	$271,858.30
Boulder	$5,229,861.55
Broomfield	$807,401.98
Chaffee	$467,917.50
Cheyenne	$56,219.20
Clear Creek	$116,669.58
Conejos	$333,302.42
Costilla	$301,754.49
Crowley	$244,215.90
Custer	$106,338.40
Delta	$770,566.12
Denver	$27,543,885.22
Dolores	$69,239.00
Douglas	$2,414,929.67
Eagle	$630,997.60
El Paso	$21,238,993.30
Elbert	$332,391.13
Fremont	$1,437,734.81
Garfield	$1,310,948.22
Gilpin	$97,508.56
Grand	$140,256.92
Gunnison	$266,461.92
Hinsdale	$23,698.00
Huerfano	$375,058.64
Jackson	$64,419.00
Jefferson	$9,087,707.01
Kiowa	$79,466.00
Kit Carson	$203,136.62
La Plata	$1,207,770.84
Lake	$201,349.59
Larimer	$7,099,429.52
Las Animas	$639,077.85
Lincoln	$145,950.55
Logan	$788,764.79
Mesa	$4,128,533.21
Mineral	$13,979.00
Moffat	$321,338.80
Montezuma	$1,045,578.97
Montrose	$1,123,354.62
Morgan	$1,137,412.68
Otero	$948,591.67
Ouray	$63,069.00
Park	$296,743.07
Phillips	$104,028.66
Pitkin	$96,964.83
Prowers	$716,503.47
Pueblo	$8,796,011.03
Rio Blanco	$151,170.35
Rio Grande	$481,009.59
Routt	$187,569.80
Saguache	$292,240.95
San Juan	$44,697.00
San Miguel	$97,065.00
Sedgwick	$126,304.25
Summit	$287,283.59
Teller	$498,425.73
Washington	$142,989.02
Weld	$10,083,723.30
Yuma	$324,297.64

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	$716,503.47	$716,503.47	$716,503.47

   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 **$153,815,607.00**

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: November 10, 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, 2027 through December 31, 2027 with Prowers County DHS 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: 10-14-2026

Additional Approvals (if required):

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

THANK YOU!

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

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

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

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	198
C/W Inquiries 70 Divided by 10	7
Total Estimated Reports	205
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	157
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 5,024.00
Estimated number of APS reports Jan 2027 – Dec 2027	73
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 2,336.00
Total Investment for Call Coverage services	$ 7,360.00

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

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

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

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

2. All next step decisions regarding Hotline call records will be left to the discretion of Prowers County Department of Human Services. Prowers County Department of Human Services will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Prowers County's Trails Inbox. HCCC will notify Prowers County Department of Human Services of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Prowers County Department of Human Services to check the pending queue and manage the final disposition of all records.
   a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Prowers County Department of Human Services.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Prowers County Department of Human Services while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Prowers County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Prowers County Department of Human Services to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Prowers County main Department of Human Services number. Prowers County Department of Human Services can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Prowers County Department of Human Services, HCCC will transfer the call to a Prowers County on-call designee. If the Prowers County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Prowers County Department of Human Services will confirm receipt and update in the THA.
   a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
   b. Notification to Prowers County Department of Human Services that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

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

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

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Prowers County Department of Human Services shall immediately notify Prowers County Hotline County Connection Center should funding under this MOU fail to be appropriated in such instance, Prowers County Hotline County Connection Center may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities	**Approving Entities**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____

Entity: _____ Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Prowers County Administration

Submitted to the County Administration Office on: 10/20/2026

Return Originals to: Prowers County Administration

Number of originals to return to Submitter: 1

Contract Due Date: 12/31/26

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Prowers County Lodging Tax Tourism Panel for a new 3 year term to expire, December 31, 2029.

Justification or Background:

This is a reappointment of a panel member.

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: 11/10/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 10/21/2026

Return Originals to: Administration

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) Grant Application, total cost of the Project is $7,500 for the benefit of City of Lamar Ambulance Service and authorizing Chairman Roger Stagner to execute the document.

Justification or Background:

Funding would provide monies to pay for the Medical Director which is a repeating expenditure of $6,000 for City of Lamar Ambulance Services and it will allow the City of Lamar Ambulance Service to provide a cot maintenance not to exceed $1,500.

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 _____

SECRETAC

Southeastern Colorado Regional Emergency Trauma Advisory Council

FY2025-2026 Grant Application

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

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

City of Lamar Ambulance Service

2. **Contact Name at "Lead Agency":**

Jeremy Burkhart

3. **Lead Agency Contact Phone Numbers:**

719-336-4321

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

Jeremy.burkhart@ci.lamar.co.us

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

No

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

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

Prowers County - Lamar Ambulance Service

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

Have you submitted a current Agency Profile: Yes on new ImageTrend
Are you submitting data to CDPHE: Yes

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

$7,500.00

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

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

$7,500.00

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

If funded we will be utilizing the monies to pay for our Medical Director Dr. Mike Mandrell which will be a repeating expenditure for us ($6,000). As well as cot maintenance not to exceed ($1,500)

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

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

Lamar Ambulance Service is a fee for service agency. We are subsidized by contributions from the City of Lamar, as well as from Prowers County.

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

Historically Lamar Ambulance Service has ran in the red. We are currently utilizing a third party billing service to bill all transport ambulance calls as well as treat/no transports. Our budget is set annually by the City of Lamar as this is an enterprise fund under the city. All purchases are preformed through a Purchase Order system and accounted through our electronic funds management system. We are a combination department. We currently have 11 paid responders and one paid administrative assistant. We historically run between ten and fifteen volunteers that flux in and out. Our only debt that is owed is the match for our previous ambulance purchase that was financed through a city owned and managed finance corporation.

Agreement:

By signing this section, you are agreeing to;

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

Signature: _____

Title: Chair

Date: 10/21/20

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

Signature: _____

Title: _____

Date: _____

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

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 10/22/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Independent Contractor Agreement between Prowers County and Scranton Specht and Associates, P.C., for legal services related to matters involving Prowers County 1041 Regulations for a term of January 1, 2027 through December 31, 2027 at a rate of $225/hour.

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 _____

INDEPENDENT CONTRACTOR AGREEMENT
(1041 Matters)

THIS AGREEMENT is effective beginning the ***1st day of January, 2027***, and is by and between the Board of County Commissioners of Prowers County ("County"), and Scranton Specht and Associates, P.C., FEIN #20-0794178, 1204 East Olive Street, PO Box 1500, Lamar, CO 81052.

WHEREAS, County desires to contract with Contractor to secure legal services related to matters involving Prowers County's 1041 Regulations in the capacity of a special county attorney in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to 1041 Regulation legal services in the capacity as a special county attorney on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration for the mutual promises made herein, the County and the Contractor agree as follows:

1. Services: Contractor agrees to perform the following services: Such legal matters, including court appearances, as the County may from time to time direct related to 1041 Regulation matters.

   a) Contractor represents and acknowledges that the services performed under this Agreement will be done using Contractor's own equipment and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the County, and Contractor is not required to provide services exclusively to the County during the term of this Agreement.

   b) Contractor will use its best efforts to avoid conflicts of interest. If Contractor has represented any client in conflict with the County within two years previous to the assigned task, Contractor will inform County so County can make alternative arrangements for legal representation of the County's interests.

   c) Contractor will work cooperatively with the courts, persons and agencies to ensure compliance with local, state, and federal regulations, policies, and statutes.

   d) Contractor will maintain files which shall be considered the property of the County. The County may review these files at any time and, in the event this Agreement is terminated, Contractor will release the files to County in good order.

   e) A representative of Contractor will meet face-to-face with the Board of County Commissioners and County employees as necessary to perform the tasks assigned to Contractor. Contractor will all documents and matters as needed to perform the tasks assigned to Contractor.

2. Compensation: The County shall pay the Contractor as follows: ***An hourly attorney fee paid at the rate of $225.00 per hour to perform 1041 matters legal services for County.***

a) ***Contractor will be required to provide billing statements to the County regarding all work performed on 1041 matters.***

b) Payment pursuant to this Agreement shall be made in whole or in part, from available funds per month. Contractor will provide all necessary legal services for County during the term of the agreement within available contracted funds.

c) Items not included in the hourly rate for which County will be responsible for payment include the cost of items such as:

i) Mileage to any courts or meetings outside Prowers County will be reimbursed at the standard IRS rate approved by County. Travel outside Prowers County related to County business will be reimbursed at the standard IRS rate approved by County.

ii) County will not reimburse costs for meals of the attorney to provide services within Prowers County. Any meals required for legal services provided outside Prowers County will be reimbursed at the standard County per diem with a receipt for the actual meal cost required for reimbursement. Per Federal regulation no alcohol will be reimbursed in the meal reimbursement;

iii) County will not reimburse costs of lodging of the attorney to provide services outside Prowers County, if overnight stay is required. Any lodging related to County business outside Prowers County will be reimbursed at the actual cost of lodging with a receipt required; and

iv) Faxing, photocopying, telephone, long distance charges to be charged at the actual cost.

v) All expenses of the legal services, including by way of example and not limitation:

A. Court filing fees, if applicable;
B. Expert witness fees;
C. Service of Process fees;
D. Witness fees and mileage expense of witnesses;
E. Conference operator calls for hearings by long distance call; and
F. Any other expenses would require prior approval of the Board of County Commissioners for County.

3. This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes hereof.

4. Term: **The term of this Agreement shall be for twelve (12) months beginning January 1, 2027 and continuing through December 31, 2027.**

5. Either party may terminate this agreement with thirty (30) days' prior written notice to the other party.

6. Relationship: The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee of the County, nor is Contractor entitled to County employment benefits.

7. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT.

8. Work Product: Any data, reports, documents, or information provided by the County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times.

9. Indemnification and Insurance: Contractor shall indemnify and hold harmless the County from and against all claims, damages, loses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor. During the term of this Agreement Contractor shall maintain personal professional liability insurance with at least $1,000,000.00 coverage per event.

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

11. Civil Rights Compliance: Contractor certifies that he is in compliance with State and Federal statutes regarding Civil Rights.

12. Jurisdiction: Jurisdiction for any dispute under this Agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Prowers County, Colorado.

13. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.

14. Assignment: This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign Agreement in whole or in part without prior written consent of the County.

15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

16. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

CONTRACTOR
SCRANTON SPECHT & ASSOCIATES, P.C.

Contractor FEIN #:20-0794178

By: _____

DARLA SCRANTON SPECHT, President
1204 East Olive St.
P. O. Box 1500
Lamar, CO 81052

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

By: _____
CHAIRMAN

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 10-22-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Acknowledging approval of annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, premises location: Section 18 & 19 Range 46 West, Lamar, CO, license type: Club License (County), expiration date December 31, 2027.

Justification or Background:

Annual Liquor License Renewal. Law Enforcement check was clear.

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 _____

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BPOE LODGE ELKS FOR THE USA LODGE NO1319
dba BPOE LODGE ELKS FOR THE USA LODGE NO 1319
SEC 18 &19 RANGE 46 WEST
Lamar CO 81052

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
09-16486-0000	**December 31, 2027**
License Type: **CLUB LICENSE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 11/2/2026

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

License No. 2027 - 274

License Fee: $141.25

STATE OF COLORADO

COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE

CLUB LICENSE (County)

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

BPOE LODGE ELKS FOR THE USA LODGE NO 1319
dba: BPOE LODGE ELKS FOR THE USA LODGE NO1319
SEC 18 & 19 RANGE 46 W
LAMAR, CO 81052

License Expires at Midnight **DECEMBER 31, 2027**
License Type: **CLUB LICENSE (COUNTY)**
Authorized Beverages: **MALT, VINOUS and SPIRITUOUS LIQUOR**

This is to Certify, That **BPOE LODGE ELKS FOR THE USA LODGE NO 1319 dba: BPOE LODGE ELKS FOR THE USA LODGE NO. 1319** having applied for a License to sell **MALT, VINOUS and SPIRITUOUS LIQUOR** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **SEC 18 & 19 RANGE 46 W, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on the **31ST DAY OF DECEMBER, 2026** and ending on the **31ST DAY OF DECEMBER, 2027** unless this license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

In Testimony Whereof, The County Clerk & Recorder, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this **23rd DAY OF OCTOBER, 2026**

ATTEST: Elizabeth Hainer

ELIZABETH HAINER – Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

Jana Coen

JANA COEN – Prowers County Clerk

THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE

Prowers County Clerk & Recorder
301 S. Main St., Ste. 210
Lamar, CO 81052

FEES DUE	
Renewal Fee	$100.00
License Fee	$41.25
Amount Due	**$141.25**
Make check payable to: PROWERS COUNTY	

BPOE LODGE ELKS FOR THE USA LODGE NO1319
dba BPOE LODGE ELKS FOR THE USA LODGE NO1319
SEC 18&19 RANGE 46 W
LAMAR, CO 81052

RECEIVED
10-20-26
✓ paid

Retail Liquor License Renewal Application

Please verify & update all information below

Licensee Name	Doing Business As Name (DBA)
BPOE LODGE ELKS FOR THE USA LODGE NO1319	BPOE LODGE ELKS FOR THE USA LODGE

Liquor License #	License Type
274	CLUB LICENSE (county)

Sales Tax License Number	Expiration Date	Due Date
1501224	12/31/2026	11/16/2026

Business Address	Phone Number
SEC 18 & 19 RANGE 46 W, LAMAR CO 81052	719-336-7886

Mailing Address	Email
PO Box 672, Lamar, CO 81052	lamarelks1319@gmail.com ~~bpoeweb1319@gmail.com~~

Operating Manager	Date of Birth	Home Address	Phone Number
Justin Bennett	[redacted]	80716 Cty Rd. MM. 3 Lamar, CO	[redacted]

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Linda Williams	Secretary
Signature Linda Williams	**Date** 10/16/2026

Report & Approval of County License Authority
The foregoing application has been examined and the premises, business and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3 C.R.S., and Liquor Rules. **Therefore this application is approved.**

Local Licensing Authority For	Date
PROWERS County	10-23-26

Signature	Title	Attest
[signature]	Prowers County Clerk	[signature]

Name (Individual/Business)

BPOE Lodge Elks for the USA Lodge No 1319

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
01501224	719-336-7886	same

Street Address

PO Box 672

City	State	ZIP Code
Lamar	CO	81052

Printed name of person signing on behalf of the Applicant/Licensee

Linda Williams

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Linda Williams	10/16/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Linda Williams

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

BPOE Lodge Elks for the USA Lodge #1319

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/ Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

License No. 2027 – 274

License Fee: $141.25

STATE OF COLORADO

COUNTY of Prowers

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

RETAIL LIQUOR LICENSE
CLUB LICENSE (County)

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

BPOE LODGE ELKS FOR THE USA LODGE NO 1319
dba: BPOE LODGE ELKS FOR THE USA LODGE NO1319
SEC 18 & 19 RANGE 46 W
LAMAR, CO 81052

License Expires at Midnight **DECEMBER 31, 2027**
License Type: **CLUB LICENSE (COUNTY)**
Authorized Beverages: **MALT, VINOUS and SPIRITUOUS LIQUOR**

This is to Certify, That **BPOE LODGE ELKS FOR THE USA LODGE NO 1319 dba: BPOE LODGE ELKS FOR THE USA LODGE NO. 1319** having applied for a License to sell **MALT, VINOUS and SPIRITUOUS LIQUOR** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **SEC 18 & 19 RANGE 46 W, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on **the 31ST DAY OF DECEMBER, 2026** and ending on the **31ST DAY OF DECEMBER, 2027** unless this license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

In Testimony Whereof, The County Clerk & Recorder, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this **23rd DAY OF OCTOBER, 2026**

ATTEST: Elizabeth Hainer

ELIZABETH HAINER – Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

Jana Coen

JANA COEN – Prowers County Clerk

THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 10-26-2026

Return Originals to: Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Acknowledging approval for issuance of two (2) Special Event Liquor Permits for BPOE Lodge Elks for the USA Lodge No. 1319, events scheduled for November 14 and 21, 2026, located at 28157 US HWY 287, Lamar, CO.

Justification or Background:

All appropriate paperwork was submitted with application and ten day notice of posting requirement was met.

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
LAMAR, COLORADO

VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION
BPOE LODGE ELKS FOR THE USA LODGE NO. 1319 **28157 Hwy 287** **LAMAR, CO 81052**
PERMIT NUMBER: 047

SPECIAL EVENTS PERMIT

[x] MALT, VINOUS, AND SPIRITUOUS LIQUOR

or

[ ] FERMENTED MALT BEVERAGE

VALID ONLY FOR THE FOLLOWING PERIODS					
FROM	11/14/26	12:00 PM	TO	11/14/26	12:00 AM
FROM	11/21/26	12:00 PM	TO	11/21/26	12:00 AM

This permit is issued subject to the laws of the State of Colorado and especially under the provision of Title 44, Colorado Revised Statutes §44-5-107(5).

This permit is non-transferable. It is issued for the specific location described above, and must be conspicuously posted at that location.

In testimony whereof, the Board of County Commissioners has hereunto subscribed its name by it's officer, Prowers County Clerk, who authorizes this Permit:

12 day of November, 2026

ATTEST:

Elizabeth Hainer
Deputy County Clerk

PROWERS COUNTY CLERK & RECORDER

Jana Coen
Prowers County Clerk

DR 8439 (08/12/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

RECEIVED 10-20-26

Liquor Permit Number (Do Not Fill Out)

#47

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- [x] Social
- [x] Fraternal
- [ ] Patriotic
- [ ] Political
- [ ] Athletic
- [ ] Chartered Branch, Lodge or Chapter
- [ ] National Organization or Society
- [ ] Religious Institution
- [ ] Philanthropic Institution
- [ ] Political Candidate
- [ ] Municipality Owned Arts Facilities
- [ ] Chamber of Commerce

LIAB	Type of Special Event Applicant is Applying for:	
2110	[x] Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	[ ] Fermented Malt Beverage	$10.00 Per Day

Name of Applicant Organization or Political Candidate: BPOE Lodge Elks for the USA Lodge No. 1319

State Sales Tax Number (Required): 01501224

Mailing Address of Organization or Political Candidate: PO Box 672

City: Lamar | State: CO | ZIP Code: 81052

Address of Place to Have Special Event: 28157 US Hwy 287

City: Lamar | State: CO | ZIP Code: 81052

Authorized Representative of Qualifying Organization or Political Candidate: Linda Williams

Date of Birth (MM/DD/YY): [redacted]

Phone Number: [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.): [redacted]

City: Lamar | State: CO | ZIP Code: 81052

Event Manager

Lori Green

Date of Birth (MM/DD/YY) [redacted]

Phone Number 719-336-7886

Event Manager Home Address [redacted]

City Lamar

State CO

ZIP Code 81052

Email Address of Event Manager

loridawn65@gmail.com

1. Is the place to have the Special Event located on State-owned property?

   ○ Yes ⊗ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

   ⊗ No ○ Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

   ○ No ⊗ Yes, License Number 2026-274 09-1648b-0000

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

   ⊗ Yes ○ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

   ○ Yes ○ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	From:	To:	Date	From:	To:
11/14/26	12:00 PM	12:00 AM			
11/21/26	12:00 PM	12:00 AM			

Oath of Applicant

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

Title

BPOE Lodge Elks for USA Lodge No 1319 Secretary/Affairs of Board

Signature

Linda Williams

Date (MM/DD/YY)

10/16/26

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

PROWERS COUNTY

○ City ✓ County

Telephone Number of City/County Clerk

719-336-8011

Title

PROWERS County Clerk

Signature

Date (MM/DD/YY)

11-4-26

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999)

Total

$ .00

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LAMAR, COLORADO, LODGE NO. 1319 BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA

is a

Nonprofit Corporation

formed or registered on 09/01/1982 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871489797 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/15/2026 that have been posted, and by documents delivered to this office electronically through 10/18/2026 @ 17:16:47 .

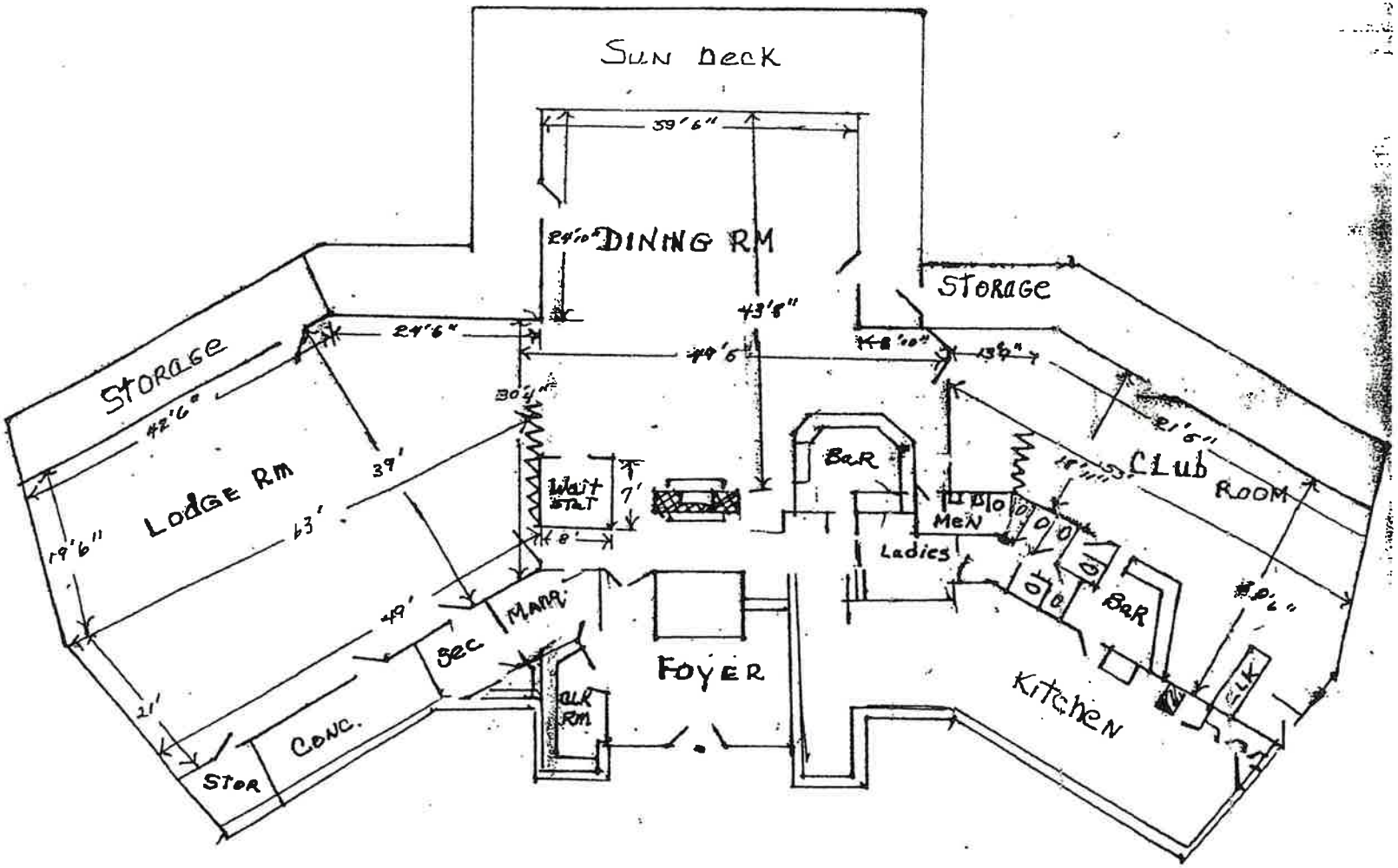
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/18/2026 @ 17:16:47 in accordance with applicable law. This certificate is assigned Confirmation Number 19147112 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."


SUN DECK
39'6"
24'10"
DINING RM
43'6"
STORAGE
24'6"
49'6"
8'10"
13½"
STORAGE
42'6"
30½"
21'6"
LODGE RM
39'
63'
19'6"
WAIT STAT
7'
8'
BAR
18"
CLUB ROOM
MEN
LADIES
MAIN
49'
SEC
FOYER
BAR
KITCHEN
CLK
21'
CONC.
STOR
CLK RM

BOOK 457 PAGE 462

Filed for record the ____ day of JUL 19 1965 A. D. 19__ at 1:00 o'clock P M.

No. 350219

Max V. Speckmann, Prowers County Clerk RECORDER

ERNEST EDDLEMAN

whose address is Lamar

County of Prowers and State of Colorado for the consideration of other valuable considerations and Ten-------- DOLLARS, in hand paid, hereby sell(s) and convey(s) to LAMAR, COLORADO, LODGE NO. 1319, BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA, a corporation,

whose address is Lamar

County of Prowers and State of Colorado, the following real property in the County of Prowers and State of Colorado, to-wit:

That part of the East Half (E½) of Section Eighteen lying East of Highway No. 287, and that part of the Northeast Quarter (NE¼) of Section Nineteen (19) lying East of Highway No. 287, in Township Twenty-three South, Range Forty-six (46) West of the Sixth Principal Meridian,

Subject to mineral reservations of record,



with all its appurtenances and warrant(s) the title to the same, subject to: Taxes for the year 1965 and thereafter, and to existing easements and rights of way.

Signed this 30th day of June, 19 65

Ernest Eddleman

STATE OF COLORADO, }
County of Prowers } ss.

The foregoing instrument was acknowledged before me this 30th day of June, 19 65, by* Ernest Eddleman.

Witness my hand and official seal.
My commission expires Jan 15, 1969

Notary Public

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

569-AP—Revised WARRANTY DEED Statutory Form—Out West Printing and Stationery Co., Colorado Springs, Colorado

B.P.O.E
LAMAR LODGE NO 1319
PO BOX 672
LAMAR, CO 81052

7686

82-87/1021

DATE 10/16/20 20____

PAY TO THE ORDER OF Prowers Cty Clerk $ 250.00

Two Hundred fifty and no/100 DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT(S) LISTED

Special Event Permit

Linda Williams MP

FRONTIER BANK
Lamar, Colorado 81052

WHI-020 A

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

B.P.O.E. LODGE

ELKS FOR THE USA LODGE NO. 1319

HAS REQUESTED THE LICENSING OFFICIALS OF COUNTY OF PROWERS

TO* Grant - Special License for November 14, 2026 12 PM to 12 AM

Grant - Special License for November 21, 2026 12 PM to 12 AM

LICENSE AT: LAMAR ELKS LODGE # 1319
28157 HWY 287, Lamar, CO

COMMENTS SENT TO: PROWERS COUNTY CLERK AND RECORDER, 301 S MAIN ST., SUITE 210, LAMAR, CO, 81052

OR EMAIL: JCOEN@PROWERSCOUNTY.NET BY 11-4-2026

DATE OF APPLICATION: 10-20-2026

BY ORDER OF: PROWERS COUNTY

OFFICER: JANA COEN

PROWERS COUNTY CLERK'S OFFICE 301 S.MAIN ST., STE 210 LAMAR, CO

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED
* = INSERT "GRANT", "RENEW", OR "TRANSFER OWNERSHIP OF:

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 10/23/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10/26/2026 approval of payment of bills presented for County General Fund in the amount of $45,309.90 with a certification date of 10/27/2026

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: $46,014.19
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 27, 2026**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 33,282.68	-	-
ARPA FUND	$ -	-	-
FSA ACCOUNT	$ 39.80	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ -	-	-
ROAD & BRIDGE FUND	$ 9,698.41	-	-
SALES & USE TAX FUND	$ -	-	-
CONSERVATION TRUST FUND	$ -	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ -	-	-
CRMC FUND	$ 433.33	-	-
OPC FUND	$ 2,559.97	-	-
HARTMAN FUND	$ -	-	-
Totals	**$ 46,014.19**	**$ -**	**$ -**

DATE: October 27, 2026 _____ BOCC CHAIRMAN

DATE: October 27, 2026 _____ COMMISSIONER

DATE: October 27, 2026 _____ COMMISSIONER

DATE: October 27, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	46,014.19
AP + Fringes	$	46,014.19
Total Pd Certification - Payroll	$	46,014.19
Total Payroll + Fringes	$	-

Ending Check No.	79674
Beginning Check No.	79639
	1
Total Number of Checks:	36

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

October 27, 2026

COUNTY GENERAL FUND - 01	**0010**		
79639-79674		$ 33,282.68	
	Void Ck # 79522	*$ (704.29)*	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 32,578.39**
ARPA	**0018**		
		$ -	**Total $ -**
ROAD & BRIDGE FUND - 02	**0020**		
		$ 9,698.41	
	Payroll	$ -	
	Fringes	$ -	**Total $ 9,698.41**
FSA (Cafeteria) 552	**0552**		
		$ 39.80	
		$ -	**Total $ 39.80**
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**		
		$ -	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ -**
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ -	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ -**
CRMC - 13	**0016**		
		$ 433.33	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 433.33**
OPC - 14	**0017**		
		$ 2,559.97	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 2,559.97**
HARTMAN WATER - 15			
		$ -	
			Total $ -

Paula Gonzales, Finance Director

GRAND TOTAL $ 45,309.90

Prowers County, CO

Check Register

Packet: APPKT00363 - 104.10.2026 AP 10/20/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	10/27/2026	Regular	0.00	188.00	79639
ADAMS&SONS	Adams & Sons Inc.	10/27/2026	Regular	0.00	122.00	79640
AII1	Airgas Intermountain Inc.	10/27/2026	Regular	0.00	386.41	79641
AMAZON	Amazon Capital Services	10/27/2026	Regular	0.00	475.20	79642
VEN01182	Andrea J Miller	10/27/2026	Regular	0.00	1,000.00	79643
ATM1	Atmos Energy	10/27/2026	Regular	0.00	140.18	79644
BBC1	Bob Barker Company, Inc	10/27/2026	Regular	0.00	893.70	79645
LAM1	City of Lamar	10/27/2026	Regular	0.00	961.75	79646
CAA3	Colorado Assessors Association/CAA	10/27/2026	Regular	0.00	180.00	79647
CST2	Colorado State Treasurer	10/27/2026	Regular	0.00	1,318.79	79648
DEL2	DeLoach's Water Conditioning Inc.	10/27/2026	Regular	0.00	18.00	79649
DEI1	Digitcom Electronics Inc	10/27/2026	Regular	0.00	278.26	79650
DISA	DISA	10/27/2026	Regular	0.00	100.00	79651
MENDEZ	Divina Mendez	10/27/2026	Regular	0.00	866.66	79652
E3CONSULTING	E3 Consulting Services, LLC	10/27/2026	Regular	0.00	4,140.00	79653
VEN01180	ETHAN WILLIAMS	10/27/2026	Regular	0.00	1,380.00	79654
FMC2	Faris Machinery Company	10/27/2026	Regular	0.00	171.44	79655
GLS1	GALLS	10/27/2026	Regular	0.00	547.04	79656
GBL1	Globalstar USA	10/27/2026	Regular	0.00	668.92	79657
THEHOME	HD Supply formerly HD Pro	10/27/2026	Regular	0.00	858.09	79658
VEN01184	HEN Nozzles Inc	10/27/2026	Regular	0.00	2,720.00	79659
LANGUAGE	Language Line Services	10/27/2026	Regular	0.00	90.20	79660
LAWOFF	Law Office of Rose F. Pugliese, LLC	10/27/2026	Regular	0.00	8,000.00	79661
VEN00953	Melissa Ruddick	10/27/2026	Regular	0.00	39.80	79662
MWP1	My Wholesale Products	10/27/2026	Regular	0.00	21.00	79663
PITSTOPLLC	PIT STOP, LLC	10/27/2026	Regular	0.00	4,028.64	79664
VEN01092	RIVALS C STORE	10/27/2026	Regular	0.00	525.90	79665
RPI1	Robinson Printing	10/27/2026	Regular	0.00	286.00	79666
STD1-DPA	State of Colorado	10/27/2026	Regular	0.00	754.74	79667
SPECIALT	Stephanie English-Specialty HVAC Lir	10/27/2026	Regular	0.00	484.38	79668
SWITCHBACK	Switchback Institute, LLC	10/27/2026	Regular	0.00	1,968.48	79669
TALLBOY	Tall Boy Garage	10/27/2026	Regular	0.00	1,421.10	79670
TIN1	Terminix Processing Center	10/27/2026	Regular	0.00	222.31	79671
VIA1	Viaero Wireless	10/27/2026	Regular	0.00	190.09	79672
WAG1	Wagner Equipment Co	10/27/2026	Regular	0.00	855.92	79673
WAL1	Wallace Gas & Oil Inc	10/27/2026	Regular	0.00	7,055.54	79674

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	61	36	0.00	43,358.54
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
	61	**36**	**0.00**	**43,358.54**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll Tax Check-Payroll Tax Checking Account						
CST2	Colorado State Treasurer	10/22/2026	Regular	0.00	2,655.65	

Bank Code Payroll Tax Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	2,655.65
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
	2	**1**	**0.00**	**2,655.65**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	37	0.00	46,014.19
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
	63	**37**	**0.00**	**46,014.19**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2026	46,014.19
			46,014.19

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Don Wilson County Administrator

Submitted to the County Administration Office on: 10/26/26

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 10/26/26

Item Title/Recommended Board Action:

Consider ratifying 10-26-2026 verbal poll approval of a Purchase of Services Contract Agreement between Prowers County and Laurel Boyle (Independent Contractor) from the date of October 26, 2026 until project is completed, compensation not to exceed $35,000.00 annually.

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 _____

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT is entered into this 26th day of October, 2026, by and between PROWERS COUNTY, STATE OF COLORADO (Prowers County), whose address is 301 S. Main St. and LAUREL BOYLE (Independent Contractor), whose address is 4225 Owen Pkwy. Unit 103, Northport, Alabama 35473 (collectively, Parties).

WITNESSETH:

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

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

1. **Term.** This Contract will be effective from this date until the project is completed, unless terminated as set forth herein.

2. **Services by Independent Contractor.** Independent Contractor agrees to perform the duties as outlined in the attached **Exhibit A**, incorporated herein and made apart hereof.

3. **Contract Price.** Prowers County will pay Independent Contractor as set forth in **Exhibit B**, incorporated herein and made apart hereof, upon receipt of a satisfactory invoice.

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

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

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

7. **Independent Contractor.** Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work

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

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

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

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

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

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

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

13. **Appropriation.** Any monetary obligation of Prowers County is contingent upon available appropriations.

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

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

BOARD OF COUNTY COMMISSIONERS,
PROWERS COUNTY, COLORADO

By: _____
Roger Stagner, Chair

INDEPENDENT CONTRACTOR

_____
Laurel Boyle (Oct 23, 2026 15:55:30 CDT)
Laurel Boyle

ATTEST:

_____
Jana Coen, Clerk and Recorder

EXHIBT A

Responsibilities:

1. Maintain website, social media, and digital content for:

   Lodging Tax Panel

   Prowers County (via County Administrator and I.T. Manager)

   To include:

   Routine edits using the organizations website/CMS platform

   Checking website pages and links for accuracy and functionality

   Upload and optimize images, PDFs, and other digital content

   Ensure all content has appropriate accessibility

   Aide in the improvement of website's organization, usability, and appearance

   Manage social media accounts

   Create, Schedule, and publish post across all appropriate social media platforms

   Coordinate social media content with events, programs, news, and organizational activities

2. Grant Writing:

   Review grant opportunities submitted by County Staff and Lodging Tax Panel

   Write and submit grant applications with approval

   Update grant content and language for re-accruing grants as needed

EXHIBIT B

Compensation and Payment Terms:

This is an independent contractor position (not an employee role)

Compensation total of Contract not to exceed $35,000 annually

Contractor shall submit invoices monthly with itemized detail of charges

Payments will be processed and mailed on a net 30 term

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Don Wilson County Administrator

Submitted to the County Administration Office on: 10/30/2026

Return Originals to: Don Wilson County Administrator

Number of originals to return to Submitter: 3

Contract Due Date: 11/10/26

Item Title/Recommended Board Action:

Consider ratifying 10-30-2026 email poll approving of a letter sent to Colorado Parks & Wildlife Commission in opposition to the proposed regulations banning recreation shooting of prairie dogs on public land.

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 29, 2026

Colorado Parks and Wildlife Headquarters
303-297-1192
6060 Broadway
Denver, CO 80216

RE Opposition to Proposed Regulations Banning Recreation Shooting of Prairie Dogs on Public Land

Dear Members of the Colorado Parks & Wildlife Commission,
The Prowers County Board of County Commissioners are writing to express our strong concern regarding the proposed regulations to ban recreational shooting of certain species of prairie dogs on public land. While we appreciated the dedication of CPW staff in managing our state's wildlife resources, we are deeply troubled by the expedited rulemaking timeline, the exclusion of local county governments from the process, and the severe operational and economic consequences the proposal poses for local communities.

The rapid progression of this regulatory plan – advancing from a citizen petition to a statewide management proposal and formal Commission submission in just six months – has severely limited meaningful public and intergovernmental engagement. Stakeholder outreach began only weeks before the commission's final meetings to deliberate on rule approval. By formulating statewide regulatory language without direct input from county governments, CPW missed a vital opportunity to partner with local leaders who directly manage the land-use, economic, and agricultural impacts of these decisions.

Key Issues with the Proposed Regulations:

1. Impacts on Surrounding Private Lands: Prairie dogs do not recognize public-private land boundaries. Banning management tools on public acreage will lead to unchecked population growth that inevitably spills over onto adjacent private properties.
2. Agricultural and Ecological Degradation: Uncontrolled prairie dog populations inflict devastating damage to prairie ecosystems, grasslands, grazing pasture, and productive agricultural operations.
3. Increased Financial and Operational Burden on Counties: Counties already expended substantial taxpayer dollars and staff resources annually to mitigate prairie dog encroachment and weed growth. Restricting management on public lands will directly increase county workloads and mitigation expenses.

To address these outstanding concerns and ensure a balanced, cooperative approach to wildlife management, Prowers County respectfully requests that the Commission take one of the following actions:

1. Delay the rulemaking process to allow for meaningful, structured collaboration with county governments and local agricultural stakeholders.
2. Halt the Proposed Regulation until comprehensive impact study and county consultation process can be completed.
3. Amend the proposed language to include local exemptions, county consultation requirements, and specific management flexibility for public lands bordering agricultural or private properties.

Thank you for your consideration of local county perspectives on this critical issue.
Sincerely,

Roger Stagner
County Commissioner

Ty Harmon
County Commissioner

Ron Cook
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 10/27/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date: 12/31/26

Item Title/Recommended Board Action:

Consider approval for Prowers County to participate in the National Opioids Settlement with Albertsons, and authorizing BOCC Chairman Roger Stagner to execute the documents electronically.

Justification or Background:

Participation in the National Opioids Settlement with Albertsons provides Prowers County an opportunity to receive settlement funds intended to address the impacts of the opioid crisis. These funds may support eligible opioid abatement, prevention, treatment, recovery, and related public health initiatives in accordance with the settlement terms and applicable requirements. Participation allows the County to access available settlement resources to help address the ongoing effects of opioid misuse and substance use disorders in the community.

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 _____

Docusign Envelope ID: 81A0A471-32B1-8D73-8052-0C03887A24FC

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Prowers County, CO
Rubris Reference Number: CL-2260688

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because Colorado is participating in the new National Opioids Settlement with Albertsons.

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

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" and direct your allocated funds to the local Regional Opioid Abatement Council, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page at coag.gov/opioids/dashboard/local.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Docusign Envelope ID: 81A0A471-32B1-8D73-8052-0C03887A24FC

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

How to return signed forms:

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

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.
(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.
(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Prowers County, CO] – [CL-2260688].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6196.

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

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: 81A0A471-32B1-8D73-8052-0C03887A24FC

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

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

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 10/28/2026

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 setting a public hearing on November 24, 2026 for a Resolution extending the temporary moratorium on processing Special Use Permit Applications for Natural Medicine.

Justification or Background:

The moratorium will be extended for six months to allow for Prowers County to complete and finalize amendments to the Special Use Permit Regulations.

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: 11/10/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 10/28/2026

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 setting a public hearing on November 24, 2026 for a Resolution extending the temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

Justification or Background:

The moratorium will be extended for six months to allow for Prowers County to complete and finalize amendments to the Special Use Permit Regulations.

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: 11/10/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 10/28/2026

Return Originals to: Michelle Hiigel & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying October 27, 2026 e-mail poll approval of Underground and Utility Permit No. 1005 for May Valley Water Authority and Permit fees were waived, to install a new water line east of of Highway 287 on County Road PP, authorizing the use of BOCC Chairman Roger Stagner's signature stamp.

Justification or Background:

Fees for the permit were waived.

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 _____

PERMIT NUMBER 1005

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

PERMITTEE'S NAME: May Valley Water Authority **DATE:** 10-5-26
ADDRESS: Box 310 Wiley CO 81092

Your request for permission to install a new water line crossing North to South approx 100 ft East of Hwy 287 on PCR PP is granted, subject to the following terms and conditions:

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

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

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

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

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

RECEIVED
OCT - 7 2026
BY:

May Valley Water Authority
214 Main, PO Box 310
Wiley, CO 81092

Office: (719) 829-4571
After Hours Emergency: (719) 688-5179

mayvalleywaterassn@hotmail.com
Website: mayvalleywater.com



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

This work shall be completed within 120 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

PROWERS COUNTY, COLORADO

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: _____ DATE: 10-5-26



PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Michelle Hiigel, Land Use Administrator

Submitted to the County Administration Office on: 10/28/2026

Return Originals to: Michelle Hiigel & Jana

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying October 27, 2026 e-mail poll approval of Underground and Utility Permit No. 1006 for May Valley Water Authority and Permit fees were waived, replacing the water line on County Road UU crossing under the west May Valley Drainage Ditch east of County Road 8, and authorizing the use of BOCC Chairman Roger Stagner's signature stamp.

Justification or Background:

Fees for the permit were waived.

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 _____

PERMIT NUMBER 1006

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

PERMITTEE'S NAME: May Valley Water Authority **DATE:** 10-8-26
ADDRESS: Box 310 Wiley CO 81092

Your request for permission to install a Replacing Water line in PCR UU crossing under the West May Valley Drainage Ditch East of PCR 8 is granted, subject to the following terms and conditions:

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

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

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

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

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

RECEIVED
OCT 10 2026
BY:

May Valley Water Authority
214 Main, PO Box 310
Wiley, CO 81092

Office: (719) 829-4571
After Hours Emergency: (719) 688-5179

mayvalleywaterassn@hotmail.com
Website: mayvalleywater.com



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

Underground and Utility Permit

Permit Number 1006

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

This work shall be completed within 120 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

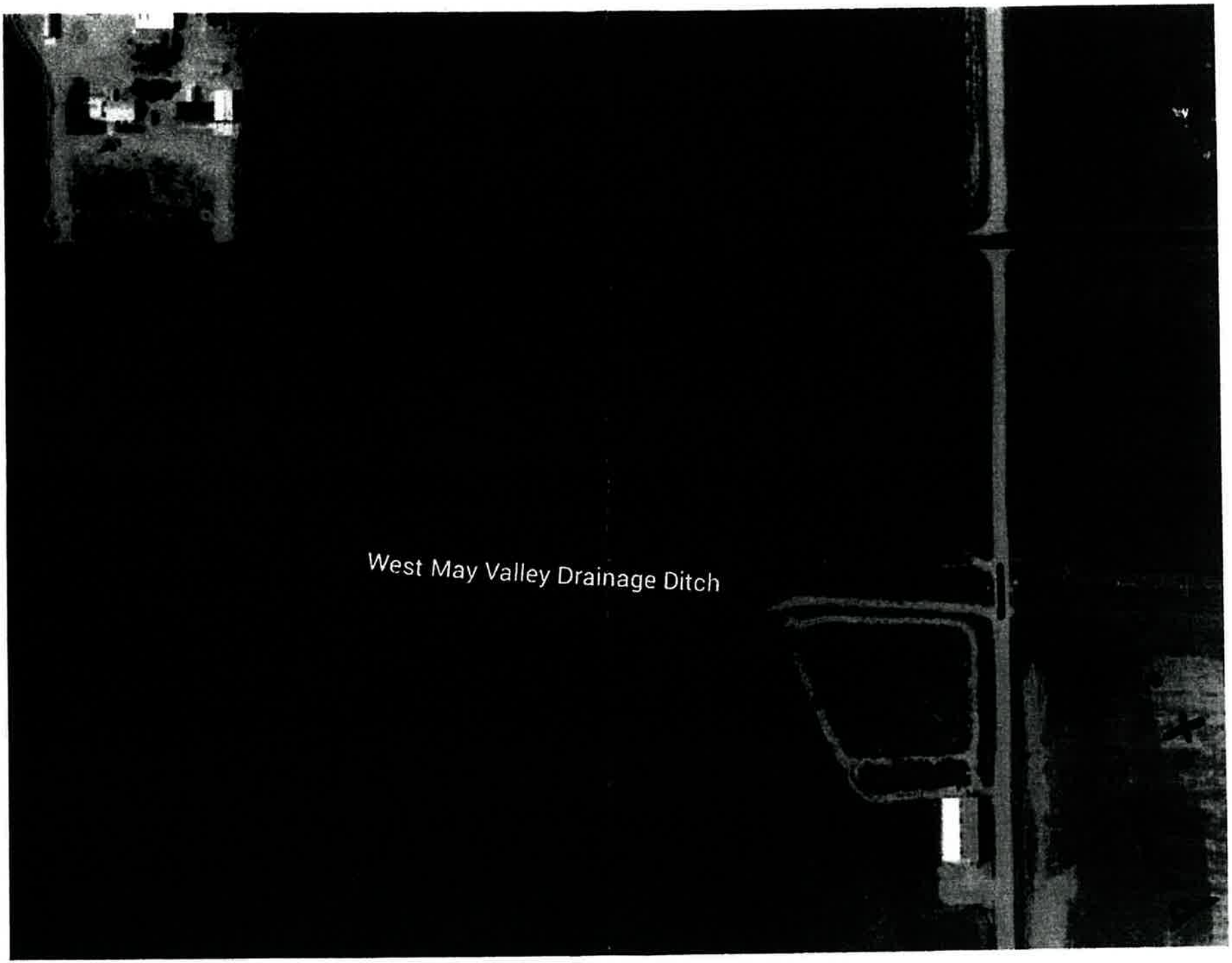
By _____ 10-8-2026
Road & Bridge Supervisor (Date)

PROWERS COUNTY, COLORADO

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: _____ DATE: 10-8-26


West May Valley Drainage Ditch

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 10/28/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No.1007 for Carrigan Excavating for new water service at 3099 County Road JJ.

Justification or Background:

All fees paid copy of payments attached.

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 _____

PERMIT NUMBER 1007

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

PERMITTEE'S NAME: Lanyon excavating **DATE:** 10/14/26
ADDRESS: 30657 CR 19 Lamar Colo

Your request for permission to install a New Water Service for Granada Water @ 3099 PCR 55 is granted, subject to the following terms and conditions:

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

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

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

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

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

SPECIAL PROVISIONS:

Permit Number 1007

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

This work shall be completed within 30 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

By _____ 10/28/2026
Road & Bridge Supervisor **(Date)**

PROWERS COUNTY, COLORADO

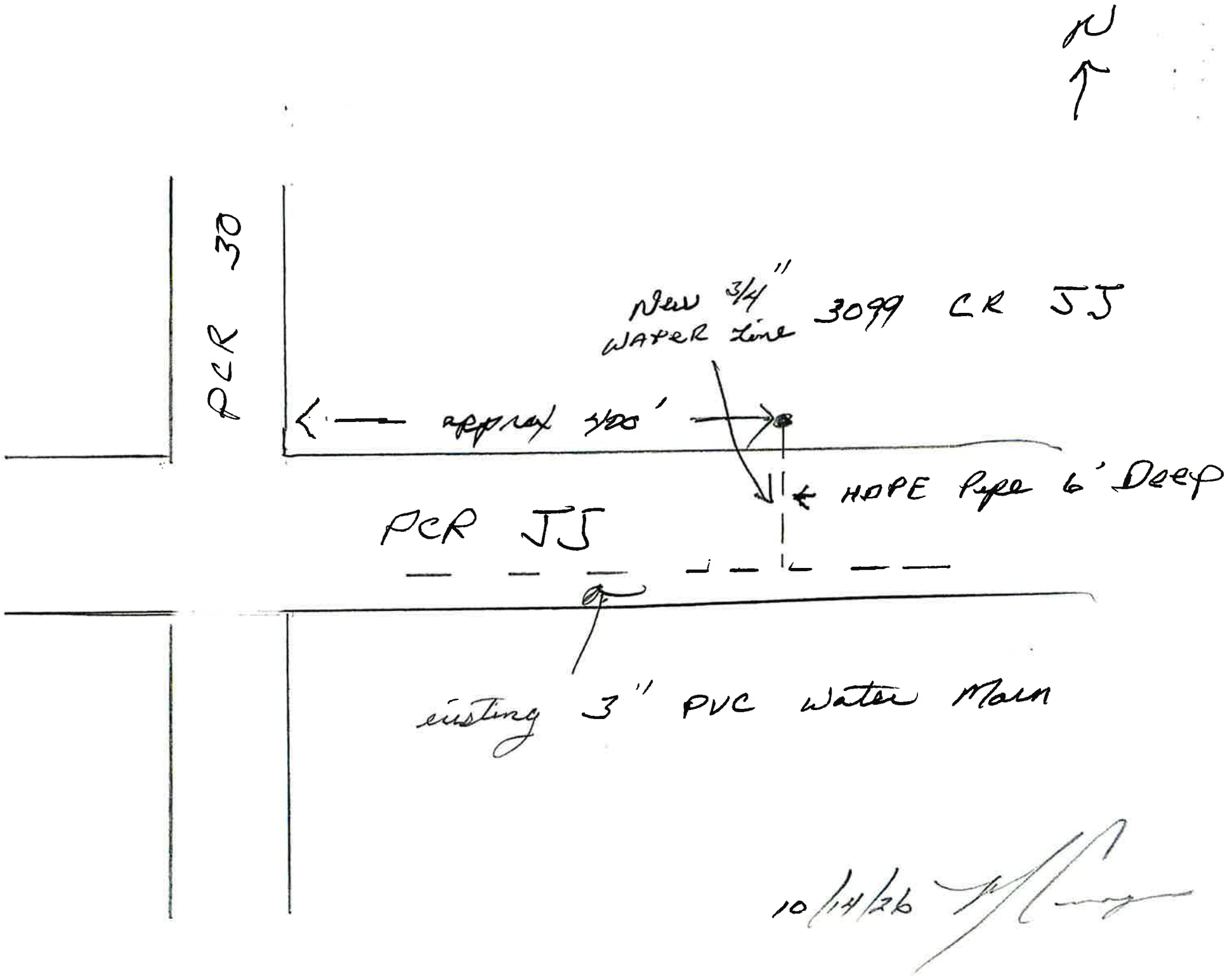
By _____
Chairman, Board of Commissioners (Date)

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

PERMITTEE Signature: Mark Carrigan
Mark Carrigan (Oct 28, 2026 11:48:00 MDT)

DATE: 10/28/2026

Please attach a work sketch of proposed installation.


N
PCR 30
New 3/4" WATER Line
3099 CR JJ
approx 300'
HDPE Pipe 6' Deep
PCR JJ
existing 3" PVC water Main

10/14/26


Bristol, Colorado
Google
100%
Data attribution
5/24/2026

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THE BACK OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES

ORIGINAL DOCUMENT HAS RED KEYHOLE ICON THAT DISAPPEARS WITH HEAT

025619

CARRIGAN EXCAVATING LLC
(719) 336-3313
30687 COUNTY ROAD 19
LAMAR, CO 81052

COMMUNITY STATE BANK
717 North Main Street
Lamar, CO 81052
719-336-3272
www.csb-lamar.com

82-736-1021

10/22/24

PAY TO THE ORDER OF Prowers County Commissioners $ 70.00

Seventy & 00/100 DOLLARS

MEMO 3099 PCR JJ dig permit

AUTHORIZED SIGNATURE

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www.csb-lamar.com

82-736-1021

10/27/24

PAY TO THE ORDER OF Prowers County Commissioners $ 50.00

fifty & 00/100 DOLLARS

MEMO 3099 PCR JJ dig permit

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 10/28/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No.1008 for Carrigan Excavating to install Granada Water Service on County Road 22 800 feet south of the Amity Canal.

Justification or Background:

All fees paid copy of payments attached.

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 _____

PERMIT NUMBER 1008

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

PERMITTEE'S NAME: Canyon excavating **DATE:** 10/14/26
ADDRESS: 30687 CR 19 Lamar Colo

Your request for permission to install a Granada Water Water Service @ Bryan Mueller on PCR 22 660' South of The County Road is granted, subject to the following terms and conditions:

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

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

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

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

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

SPECIAL PROVISIONS:

_____

_____

Permit Number 1008

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

This work shall be completed within 30 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

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

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

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

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

PROWERS COUNTY, COLORADO

By _____ 10/28/2026
Road & Bridge Supervisor **(Date)**

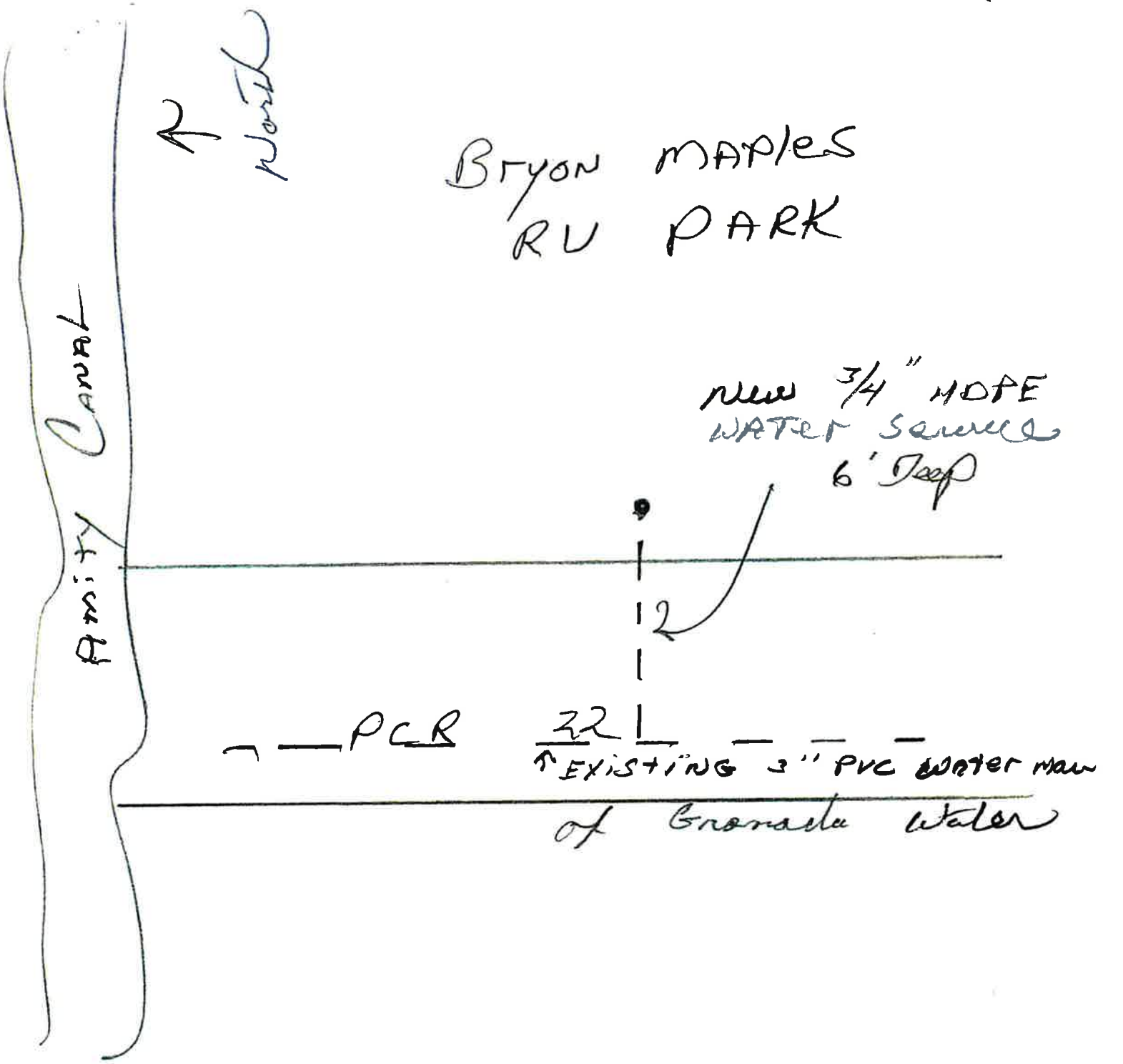
PROWERS COUNTY, COLORADO

By _____
Chairman, Board of Commissioners (Date)

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

PERMITTEE Signature: Mark Carrigan Mark Carrigan (Oct 28, 2026 11:47:07 MDT) DATE: 10/28/2026

Please attach a work sketch of proposed installation.


North
BYRON MAPLES
RV PARK
Amity Canal
NEW 3/4" HDPE
WATER SERVICE
6' Deep
12
PCR
22
EXISTING 3" PVC WATER MAIN
of Granada Water

10/14/20


Google
100%
Data attribution
3/28/2026

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Lamar, CO 81052
719-336-3272
www.csb-lamar.com

82-736-1021

10/22/26

PAY TO THE ORDER OF Prowers County Commissioners $ 70.00

Seventy & 00/100 DOLLARS

MEMO PCR 22 : 800' S. of Amity Canal

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

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025621

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COMMUNITY STATE BANK
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Lamar, CO 81052
719-336-3272
www.csb-lamar.com

82-736-1021

10/27/26

PAY TO THE ORDER OF Prowers County Commissioners $ 50.00

fifty & 00/100 DOLLARS

MEMO PCR 22 : 800' S of Amity Canal

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Prowers County Administration

Submitted to the County Administration Office on: 10/29/2026

Return Originals to: Prowers County Administration

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Lamar Community College Antelope Stampede College Rodeo, event scheduled for September 30 - October 3, 2027.

Justification or Background:

Application fee has been paid 10/29/2026

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

PROWERS COUNTY FAIRGROUNDS FACILITY
RENTAL AGREEMENT

Today's Date: 10-21-2026

Name of Organization: Lamar Community College

Name & Address of Authorized Agent:
Kodey Hoss
2401 S Main St.
Lamar, CO 81052
Phone: (719) 201-5214
Sales Tax ID:
email: kodey.hoss@lamarcc.edu

Date(s) of Events: 9/30/27 - 10/3/27

Set Up Time: 12:00 am (pm)

Event Starts: 5:00 am (pm)

Finish Time: 5:00 am (pm)

X Arena
Centennial
X Home Ec
X Pavilion

Type of Event: Antelope Stampede College Rodeo

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of $ 25.00 or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this Agreement.

Kodey Hoss
Authorized Agent

10/21/2026
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:
Maintenance & Facilities Director

10-21-26
Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

Date Booking Fee Paid ($25.00): _____ Damage/Cleaning Deposit: $1,000.00 (requesting waiver)
Date Rental Fee Paid: $4,200 (requesting 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 FAIRGROUNDS
FACILITY RENTAL RESERVATION AGREEMENT

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

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed. Use of the Rented Premises shall not include Prowers County personnel, including, but not limited to, County Maintenance Personnel.

2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to the User over County-approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events, in addition to regular fees and charges, with the exceptions described previously in this paragraph.

3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.
Fees and deposits:
   a) A non-refundable booking fee of $25.00 per event must be paid when each event is scheduled.
   b) The $25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds calendar to reserve a facility at the Fairgrounds.
   c) If the event does not go forward for whatever reason, the $25.00 fee WILL NOT BE REFUNDED.
   d) The remainder of the Rental Fee and Damage/Cleaning Deposit must be submitted to the office no less than ten (10) working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) The Damage/Cleaning Deposit is required and due from all Users whether use fees are waived or not. Failure to pay fees ten (10) working days prior to the event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from the Commissioners. Please note that the Damage/Cleaning Deposit refund, if any, due back to the User will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.

5. The Damage/Cleaning Deposit must be paid within ten (10) days prior to the scheduled event. The Damage/Cleaning Deposit shall be utilized by Prowers County, if necessary, for cleanup and repair of damages of the Rented Premises. In the event that the User performs cleanup of the Rented Premises in a suitable manner and there is no damage, The Damage/Cleaning Deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. The Rented Premises is an alcohol-free facility. If any alcohol is brought to the Fairgrounds, the entire deposit will be retained. **The User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**

6. In case of cancellation, the Rental Fee will be refunded (less the booking fee) if notice of cancellation is received ten (10) working days prior to scheduled use. If the event is canceled due to inclement weather, the event may

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

16. The User understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the User's responsibility to minimize non-emergency calls for service.

17. The User agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including, but not limited to: portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.

18. The User is specifically responsible to ensure adherence to these written and any posted policies and to:
    a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
    b) Pick-up trash and debris accumulated during the event including parking areas and deposit the trash in the 55-gallon trash drums provided, or if full, into available dumpsters.
    c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
    d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
    e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
    f) Ensure that scheduled dance events end at 12:00 Midnight; **no exceptions.**
    g) Provide event security and present evidence of said security upon request by the Commissioners.

19. Prowers County assumes no responsibility for lost or stolen items.

20. Alcohol is not allowed on the Fairgrounds at any time. The county has a zero-tolerance policy regarding alcohol. Any violation of this policy will result in immediate revocation of access to the Fairgrounds, a permanent ban going forward, and County retention of the entire damage deposit. Local law enforcement has been authorized to remove parties in violation of this policy.

21. Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.

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

Date: 10-21-2026

Organization: Lamar Community College

Authorizing Agent Printed name: Kodey Hoss

Authorizing Agent Signature: Kodey Hoss

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Kodey Hoss

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

7. Subleasing or charging additional fees to use the Rented Premises will not be permitted.

8. Non-commercial Users may have one (1) day in advance for set-up, decorating, etc. between the hours of 8:00 am and 4:00 pm, provided that there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of **$100** will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.

9. Liability insurance is **required** for all commercial events. Certain "at risk" activities, i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than ten (10) business days prior to the scheduled event.

10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.

11. The User acknowledges that the User's rental of Prowers County's property is not subject to the direct supervision and control of Prowers County personnel. Accordingly, and in express consideration for the within Agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of the User's rental of Prowers County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in Prowers County's sole discretion, including attorney's and expert witness fees.

12. The Agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and designs. Any action necessary to construe, interpret, or enforce the provision of the Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorneys' and expert witness fees.

13. Falsified or misleading information on this form may be cause for cancellation of this Agreement and forfeiture of the Damage/Cleaning Deposit and/or Rental Fees paid and may result in loss of future usage of the Rented Premises.

14. The User shall be required to call for an on-site facility orientation with the Fairgrounds caretaker no later than five (5) working days prior to the event. The User will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the Fairgrounds caretaker. The Fairgrounds Caretaker can be reached by calling 719-931-0034 and is available to schedule an orientation Monday – Friday 9.00 am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this Agreement.* The User understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00 pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.

15. Every effort has been made to provide that the Rented Premises is adequately maintained and appropriately prepared for normal use. It is further understood that the building and grounds systems can, and do, fail at times. Failures may include, but are not limited to: electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this Agreement. Prowers County Personnel will only be made available during off-hours in the

PROWERS COUNTY FAIRGROUNDS
FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent *Daily*	$150	$300	$970		$600.00 4 days
Pavilion Rent *Daily*	$150	$300	$970		$600.00 4 days
Home Economics' Bldg. Rent *Daily*	$500	$250	$500		$2,000.00 4 days
Use of Parking Lots Arena Lot /Grounds *Daily*			$210		
Overnight Boarding (Arena Pens) *Daily*	$5/Head	$5/Head	$10/head		
*** Pavilion Boarding** *Rodeo Events Minimum Fee* *Daily*	$20	$30	$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only *Daily*	$30	$30	$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY *Daily*	$10	$10	$20		
Elmer's Garden *Daily*	$0.00	$0.00	$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	$1000	$1000	$1000		$1,000.00
Application Fee	$25.00	$25.00	$25.00		Not Waived

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

TOTAL (DUE 10 DAYS PRIOR TO USE)	$	$	$			$4,200.00

1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. The Commissioners reserve the right to request verification of not-for-profit status.
3. A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Commissioners reserve the right to determine if an event is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.

5. RV or Camper Parking is only allowed for a total of three (3) days per thirty (30)-day time period, unless in conjunction with a Registered Event.
    a. RV or Camper Parking in conjunction with a Registered Event must follow the policies set forth in 8a. below.
    b. For RV or Camper Parking NOT in conjunction with a Registered Event.
        i. Electrical and water hook-up fees are to be paid and collected at the Prowers County Administration Office at 301 S Main Street, Suite 215, Lamar, CO 81052 or by calling (719) 336-8025 during normal business hours OR at the Fairgrounds Drop Box.
        ii. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
        iii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
        iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure.
        v. The individual or organization on record at the Prowers County Administration Office will be responsible to pay for any damage incurred due to unauthorized electrical or water connections.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than four (4) days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
    a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that
        if covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
    a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
        i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
        ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
        iii. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS
REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

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

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

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

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

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

The event organizer is responsible for ensuring the following:

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

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

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

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

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

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

HOME EC. BUILDING CHECKLIST

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

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

KITCHEN CHECKLIST

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

PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

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

LCC Rodeo Team host this annual rodeo with a limited budget. The school and the rodeo program do not generate a profit from putting on this event. This annual rodeo event is about keeping the tradition alive for Lamar Community College and the Antelope Stampede. This event provides an opportunity for our athletes to compete in their home community where they live and attend college.

9/30/27 - 10/3/27
Date(s) of Event

Kaelly Foss
Authorized Agent

10/21/2026
Date

Fees Included in Waiver Request

☐ **Booking Fee**	**$**_____	☐ **Arena Rent**	**$**_____
☐ **Pavilion Rent**	**$**_____	☐ **Home Ec Bldg Rent**	**$**_____
☐ **Vaqueros Bldg Rent**	**$**_____	☐ **Parking Lots**	**$**_____
☐ **Arena Pens**	**$**_____	☐ **Pavilion Boarding**	**$**_____
☐ **RV Parking**	**$**_____	☐ **Dry Camping**	**$**_____
		☐ Cleaning Deposit	$_____

Request is approved with the following conditions:

_____

Date:_____

Chairman
Prowers County Board of Commissioners

Request is denied for the following reason:

_____

Date:_____

Chairman
Prowers County Board of Commissioners

102803

STATE BOARD OF COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION

INVOICE NUMBER	VENDOR INVOICE	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
I0046034	0010	10/25/26	Fairgrounds Waiver Application Fee	25.00	0.00	25.00

RECEIVED
OCT 29 2026
BY:

CHECK NUMBER	CHECK DATE	VENDOR ID	VENDOR NAME	TOTAL GROSS	TOTAL DISCOUNT	CHECK AMOUNT
57067936	10/29/26	S90002394	Prowers County	25.00	.00	25.00

Wells Fargo Bank, N.A.
66-156/531

STATE BOARD OF COMMUNITY COLLEGES
AND OCCUPATIONAL EDUCATION

Prowers County
Name in box should match payee name below.

57067936

CHARGE TO THE ACCOUNT OF: LCC 719.336.1574

Check Date
10/29/26

Check Amount
$********25.00

This Check Void After 180 Days

PAY **Twenty-Five & 00/100**********

TO THE ORDER OF

Prowers County
1001 S Main St
Lamar CO 81052

Maulenal DeSoucter
AUTHORIZED SIGNATURE REQUIRED

SECURITY FEATURES INCLUDED, DETAILS ON BACK.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: November 10, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: October 29, 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, 2027 through December 31, 2027 with the following counties: Lincoln, Costilla, Kiowa, Phillips, Otero, Dolores, Archuleta, Pitkin, Gilpin, Fremont, Mesa, Washington, and Broomfield and authorize Lanie Meyers-Mireles, Director of Human Services, to sign."

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
LINCOLN 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 Lincoln County, Colorado ("Lincoln County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Lincoln County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Lincoln 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 Lincoln 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 Lincoln County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Lincoln County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Lincoln County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Lincoln 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 Lincoln 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, Lincoln 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 Lincoln County may request. Lincoln County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Lincoln County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	120
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	122
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	74
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 2,368.00
Estimated number of APS reports Jan 2027 – Dec 2027	48
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 1,536.00
Total Investment for Call Coverage services	$ 3,904.00

6. Lincoln 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 Lincoln COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Lincoln 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 Lincoln 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 Lincoln 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 Lincoln County. Lincoln 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 Lincoln County. Lincoln 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 Lincoln County's Trails Inbox. HCCC will notify Lincoln

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 Lincoln 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 Lincoln County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Lincoln County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Lincoln County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Lincoln 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 Lincoln County main Department of Human Services number. Lincoln County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Lincoln County, HCCC will transfer the call to a Lincoln County on-call designee. If the Lincoln 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. Lincoln 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 Lincoln 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 Lincoln COUNTY:

1. Lincoln County will provide an updated list of on-call Lincoln 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 Lincoln County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Lincoln County will notify the HCCC of any special circumstances where Lincoln County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Lincoln County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Lincoln 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Lincoln 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: _____

Name: Andrew Sorensen

Title: Director

Entity: Lincoln County DHS

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: April Jenkins Digitally signed by April Jenkins Date: 2026.10.19 09:06:54 -06'00'

Name: April Jenkins

Title: Child Protection and Prevention Manager

Entity: Colorado Department of Human Services

MEMORANDUM OF UNDERSTANDING
Between
COSTILLA 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 Costilla County, Colorado ("Costilla County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Costilla County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Costilla 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 Costilla 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 Costilla County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Costilla County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Costilla County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

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   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.
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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. Costilla 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 Costilla 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, Costilla 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.
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5. The rates of Call Coverage Services provided to Costilla County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	121
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	123
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	75
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 2,400.00
Estimated number of APS reports Jan 2027 – Dec 2027	29
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 928.00
Total Investment for Call Coverage services	$ 3,328.00

6. Costilla 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 Costilla COUNTY AND PROWERS COUNTY HCCC:

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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 Costilla County to check the pending queue and manage the final disposition of all records.

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4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Costilla County while information is being entered into the THA or CAPS.

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   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 Costilla 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 Costilla COUNTY:

1. Costilla County will provide an updated list of on-call Costilla 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 Costilla County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Costilla County will notify the HCCC of any special circumstances where Costilla County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Costilla County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Costilla 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Costilla 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: /Tommy

Name: TOMMY VIGIL

Title: Costilla DSS DIRECTOR

Entity: Costilla DSS

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: April Jenkins

Digitally signed by April Jenkins

Name: _____

Date: 2026.10.19 09:10:38 -06'00'

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
KIOWA 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 Kiowa County, Colorado ("Kiowa County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Kiowa County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Kiowa 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 Kiowa 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 Kiowa County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Kiowa County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Kiowa County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Kiowa 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 Kiowa 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, Kiowa 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 Kiowa County may request. Kiowa County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Kiowa County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	28
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	28
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2027 – Dec 2027	7
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 0.00
Total Investment for Call Coverage services	$ 0.00

6. Kiowa 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 Kiowa COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Kiowa 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 Kiowa 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 Kiowa 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 Kiowa County. Kiowa 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 Kiowa County. Kiowa 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 Kiowa County's Trails Inbox. HCCC will notify Kiowa 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 Kiowa 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 Kiowa County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Kiowa County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Kiowa County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Kiowa 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 Kiowa County main Department of Human Services number. Kiowa County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Kiowa County, HCCC will transfer the call to a Kiowa County on-call designee. If the Kiowa 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. Kiowa 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 Kiowa 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 Kiowa COUNTY:

1. Kiowa County will provide an updated list of on-call Kiowa 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 Kiowa County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Kiowa County will notify the HCCC of any special circumstances where Kiowa County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Kiowa County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Kiowa 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Kiowa 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: Audrey L Johnson

Name: Audrey Johnson

Title: Director

Entity: Kiowa County Dept. of Social Services

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: April Jenkins Digitally signed by April Jenkins Date: 2026.10.19 09:03:41 -06'00'

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
PHILLIPS 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 Phillips County, Colorado ("Phillips County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Phillips County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Phillips 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 Phillips 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 Phillips County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Phillips County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Phillips County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Phillips 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 Phillips 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, Phillips 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 Phillips County may request. Phillips County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Phillips County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	33
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	33
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2027 – Dec 2027	12
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 0.00
Total Investment for Call Coverage services	$ 0.00

6. Phillips 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 Phillips COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Phillips 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 Phillips 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 Phillips 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 Phillips County. Phillips 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 Phillips County. Phillips 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 Phillips County's Trails Inbox. HCCC will notify Phillips

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 Phillips 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 Phillips County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Phillips County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Phillips County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Phillips 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 Phillips County main Department of Human Services number. Phillips County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Phillips County, HCCC will transfer the call to a Phillips County on-call designee. If the Phillips 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. Phillips 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 Phillips 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 Phillips COUNTY:

1. Phillips County will provide an updated list of on-call Phillips 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 Phillips County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Phillips County will notify the HCCC of any special circumstances where Phillips County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Phillips County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Phillips 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Phillips 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: Lori Lundgren
Name: Lori Lundgren
Title: Director
Entity: Phillips County DHS

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: April Jenkins Digitally signed by April Jenkins Date: 2026.10.19 09:11:50 -06'00'
Name: _____
Title: _____
Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
OTERO 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 Otero County, Colorado ("Otero County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Otero County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Otero 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 Otero 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 Otero County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Otero County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Otero County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Otero 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 Otero 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, Otero 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 Otero County may request. Otero County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Otero County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027		424
C/W Inquiries 90 Divided by 10		9
Total Estimated Reports		433
Less the Allotment of Reports (12 per quarter)		-48
Total Estimated Reports to be billed		385
Rate per Report		$ 32.00
Estimated Investment for C/W Reports		$ 12,320.00
Estimated number of APS reports Jan 2027 – Dec 2027		15
Rate per APS Report		$ 32.00
Estimated Investment for APS reports		$ 480.00
Total Investment for Call Coverage services		$ 12,800.00

6. Otero 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 Otero COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Otero 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 Otero 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 Otero 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 Otero County. Otero 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 Otero County. Otero 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 Otero County's Trails Inbox. HCCC will notify Otero 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 Otero 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 Otero County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Otero County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Otero County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Otero 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 Otero County main Department of Human Services number. Otero County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Otero County, HCCC will transfer the call to a Otero County on-call designee. If the Otero 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. Otero 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 Otero 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 Otero COUNTY:

1. Otero County will provide an updated list of on-call Otero 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 Otero County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Otero County will notify the HCCC of any special circumstances where Otero County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Otero County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Otero 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Otero 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: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: Donna Rohde

Name: Donna RUHDE

Title: DCDHS Director

Entity: 10/14/26

State Confirmation

Date: _____

Signed: April Jenkins Digitally signed by April Jenkins Date: 2026.10.19 09:09:04 -06'00'

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
DOLORES 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 Dolores County, Colorado ("Dolores County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Dolores County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Dolores 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 Dolores 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 Dolores County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Dolores County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Dolores County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Dolores 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 Dolores 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, Dolores 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 Dolores County may request. Dolores County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Dolores County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	22
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	22
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2027 – Dec 2027	3
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 0.00
Total Investment for Call Coverage services	$ 0.00

6. Dolores 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 Dolores COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Dolores 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 Dolores 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 Dolores 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 Dolores County. Dolores 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 Dolores County. Dolores 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 Dolores County's Trails Inbox. HCCC will notify Dolores

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 Dolores 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 Dolores County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Dolores County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Dolores County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Dolores 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 Dolores County main Department of Human Services number. Dolores County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Dolores County, HCCC will transfer the call to a Dolores County on-call designee. If the Dolores 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. Dolores 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 Dolores 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 Dolores COUNTY:

1. Dolores County will provide an updated list of on-call Dolores 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 Dolores County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Dolores County will notify the HCCC of any special circumstances where Dolores County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Dolores County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Dolores 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Dolores 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: Malynda Evans

Name: Malynda Evans

Title: Director

Entity: Dolores County Social Serv.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
ARCHULETA 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 Archuleta County, Colorado ("Archuleta County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Archuleta County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Archuleta 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 Archuleta 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 Archuleta County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Archuleta County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Archuleta County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Archuleta 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 Archuleta 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, Archuleta 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 Archuleta County may request. Archuleta County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Archuleta County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	210
C/W Inquiries 90 Divided by 10	9
Total Estimated Reports	219
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	171
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 5,472.00
Estimated number of APS reports Jan 2027 – Dec 2027	113
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 3,616.00
Total Investment for Call Coverage services	$ 9,088.00

6. Archuleta 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 Archuleta COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Archuleta 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 Archuleta 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 Archuleta 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 Archuleta County. Archuleta 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 Archuleta County. Archuleta 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 Archuleta County's Trails Inbox. HCCC will notify Archuleta

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 Archuleta 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 Archuleta County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Archuleta County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Archuleta County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Archuleta 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 Archuleta County main Department of Human Services number. Archuleta County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Archuleta County, HCCC will transfer the call to a Archuleta County on-call designee. If the Archuleta 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. Archuleta 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 Archuleta 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 Archuleta COUNTY:

1. Archuleta County will provide an updated list of on-call Archuleta 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 Archuleta County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Archuleta County will notify the HCCC of any special circumstances where Archuleta County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Archuleta County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Archuleta 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Archuleta 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: Heidi Martinez
Name: Heidi Martinez
Title: Director
Entity: Archuleta County DHS

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: _____
Name: _____
Title: _____
Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
PITKIN 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 Pitkin County, Colorado ("Pitkin County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Pitkin County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Pitkin 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 Pitkin 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 Pitkin County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Pitkin County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Pitkin County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Pitkin 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 Pitkin 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, Pitkin 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 Pitkin County may request. Pitkin County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Pitkin County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	187
C/W Inquiries 80 Divided by 10	8
Total Estimated Reports	195
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	147
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 4,704.00
Estimated number of APS reports Jan 2027 – Dec 2027	97
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 3,104.00
Total Investment for Call Coverage services	$ 7,808.00

6. Pitkin 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 Pitkin COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Pitkin 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 Pitkin 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 Pitkin 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 Pitkin County. Pitkin 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 Pitkin County. Pitkin 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 Pitkin County's Trails Inbox. HCCC will notify Pitkin 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 Pitkin 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 Pitkin County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Pitkin County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Pitkin County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Pitkin 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 Pitkin County main Department of Human Services number. Pitkin County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Pitkin County, HCCC will transfer the call to a Pitkin County on-call designee. If the Pitkin 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. Pitkin 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 Pitkin 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 Pitkin COUNTY:

1. Pitkin County will provide an updated list of on-call Pitkin 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 Pitkin County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Pitkin County will notify the HCCC of any special circumstances where Pitkin County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Pitkin County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Pitkin 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Pitkin 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: Kelly Medina

Name: Kelly Medina

Title: Interim Human Services Director

Entity: Pitkin County Human Services

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
GILPIN 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 Gilpin County, Colorado ("Gilpin County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gilpin County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Gilpin 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 Gilpin 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 Gilpin County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gilpin County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gilpin County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Gilpin 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 Gilpin 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, Gilpin 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 Gilpin County may request. Gilpin County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gilpin County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	37
C/W Inquiries 10 Divided by 10	1
Total Estimated Reports	38
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 0.00
Estimated number of APS reports Jan 2027 – Dec 2027	25
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 480.00
Total Investment for Call Coverage services	$ 480.00

6. Gilpin 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 Gilpin COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Gilpin 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 Gilpin 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 Gilpin 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 Gilpin County. Gilpin 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 Gilpin County. Gilpin 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 Gilpin County's Trails Inbox. HCCC will notify Gilpin 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 Gilpin 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 Gilpin County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gilpin County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Gilpin County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gilpin 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 Gilpin County main Department of Human Services number. Gilpin County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Gilpin County, HCCC will transfer the call to a Gilpin County on-call designee. If the Gilpin 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. Gilpin 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 Gilpin 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 Gilpin COUNTY:

1. Gilpin County will provide an updated list of on-call Gilpin 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 Gilpin County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Gilpin County will notify the HCCC of any special circumstances where Gilpin County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Gilpin County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Gilpin 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Gilpin 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

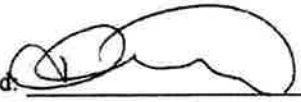
Signed: David W Hosselyn

Name: David Hosselyn

Title: Interim Director

Entity: Gilpin County

Approving Entities

Signed: 

Name: Marie Cosby

Title: Child Welfare & Adult Protection Program manager

Entity: Gilpin County

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
FREMONT 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 Fremont County, Colorado ("Fremont County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Fremont County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Fremont 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 Fremont 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 Fremont County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Fremont County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Fremont County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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 1 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. Fremont County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County 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 Fremont 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, Fremont 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 Fremont County may request. Fremont County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Fremont County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	236
C/W Inquiries 70 Divided by 10	7
Total Estimated Reports	243
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	195
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 6,240.00
Estimated number of APS reports Jan 2027 – Dec 2027	45
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 1,440.00
Total Investment for Call Coverage services	$ 7,680.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN FREMONT COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Fremont 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 Fremont 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 the after-hours calls for Fremont County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Fremont County. Fremont County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Fremont County's Trails Inbox. HCCC will notify Fremont 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 Fremont 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 Fremont County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Fremont County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Fremont County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Fremont 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 Fremont County main Department of Human Services number. Fremont County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Fremont County, HCCC will transfer the call to an Fremont County on-call designee. If the Fremont 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. Fremont 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 Fremont County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIILITIES OF FREMONT COUNTY

1. Fremont County will provide an updated list of on-call Fremont 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 the Fremont County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Fremont County will notify the HCCC of any special circumstances where Fremont County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Fremont County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Fremont 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Fremont 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: Tania M. Sutton
Name: Tania M. Sutton
Title: Director
Entity: Fremont County Dept. of Human Services

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: April Jenkins Digitally signed by April Jenkins
Name: _____ Date: 2026.10.21 15:43:10 -06'00'
Title: _____
Entity: _____

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MEMORANDUM OF UNDERSTANDING
Between
MESA 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 Mesa County, Colorado ("Mesa County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Mesa County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Mesa 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 Mesa 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 Mesa County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Mesa County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Mesa County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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 1 report.

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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. Mesa County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County 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 Mesa 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, Mesa 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 Mesa County may request. Mesa County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Mesa County per the terms of the MOU are:

Factors to Allot cost	**Number of Reports and Cost**
Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	569
C/W Inquiries 180 Divided by 10	18
Total Estimated Reports	**587**
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	**539**
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 17,248.00
Estimated number of APS reports Jan 2027 – Dec 2027	38
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 1,216.00
Total Investment for Call Coverage services	**$ 18,464.00**

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

JOINT RESPONSIBILITIES SHARED BETWEEN MESA COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Mesa 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 Mesa 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.

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GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Mesa County.
2. After-hour is defined as from 4pm to 8am Monday through Thursday and from 4pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Mesa County. Mesa County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Mesa County's Trails Inbox. HCCC will notify Mesa 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 Mesa 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 Mesa County.
5. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Mesa County while information is being entered into the THA or CAPS.
6. Information and Referral (non-CW) calls will be sent to Mesa County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Mesa 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 Mesa County main Department of Human Services number. Mesa County can request a brief synopsis.
7. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from Mesa County, HCCC will transfer the call to a Mesa County on-call designee. If the Mesa 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.
8. 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. Mesa 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 Mesa County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIILITIES OF MESA COUNTY

1. Mesa County will provide an updated list of on-call Mesa 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 the Mesa County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.

2. Mesa County will notify the HCCC of any special circumstances where Mesa County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Mesa County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Mesa 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Mesa 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

DocuSigned by:
Jill Calvert
15950240A7CF477...

10/20/2026 | 09:58 MDT

Jill Calvert, Executive Director, Mesa County Department of Human Services Date

Lanie Meyers-Mireles, Director, Prowers County Department of Human Services Date

State Confirmation

April Jenkins

Digitally signed by April Jenkins
Date: 2026.10.21 15:42:20 -06'00'

April Jenkins, Child Protection and Prevention Manager, State of Colorado Date

MEMORANDUM OF UNDERSTANDING
Between
WASHINGTON 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 Washington County, Colorado ("Washington County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Washington County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Washington 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 Washington 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 Washington County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Washington County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Washington County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Washington 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 Washington 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, Washington 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 Washington County may request. Washington County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Washington County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	63
C/W Inquiries 10 Divided by 10	1
Total Estimated Reports	64
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	16
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 512.00
Estimated number of APS reports Jan 2027 – Dec 2027	5
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 160.00
Total Investment for Call Coverage services	$ 672.00

6. Washington 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 Washington COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Washington 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 Washington 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 Washington 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 Washington County. Washington 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 Washington County. Washington 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 Washington County's Trails Inbox. HCCC will notify Washington 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 Washington 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 Washington County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Washington County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Washington County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Washington 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 Washington County main Department of Human Services number. Washington County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Washington County, HCCC will transfer the call to a Washington County on-call designee. If the Washington 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. Washington 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 Washington 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 Washington COUNTY:

1. Washington County will provide an updated list of on-call Washington 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 Washington County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Washington County will notify the HCCC of any special circumstances where Washington County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Washington County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Washington 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Washington 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: Teresa Traxler

Name: Teresa Traxler

Title: Director

Entity: Washington County DHS

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: April Jenkins Digitally signed by April Jenkins Date: 2026.10.21 15:43:49 -06'00'

Name: _____

Title: _____

Entity: _____

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MEMORANDUM OF UNDERSTANDING
Between
BROOMFIELD 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 Broomfield County, Colorado ("Broomfield County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Broomfield County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Broomfield 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 Broomfield 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 Broomfield County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Broomfield County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Broomfield County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1, 2027 for the period of 12 months, ending December 31, 2027.
   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. Broomfield 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 Broomfield 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, Broomfield 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 Broomfield County may request. Broomfield County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Broomfield County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2027 – Dec 2027	720
C/W Inquiries 300 Divided by 10	30
Total Estimated Reports	750
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	702
Rate per Report	$ 32.00
Estimated Investment for C/W Reports	$ 22,464.00
Estimated number of APS reports Jan 2027 – Dec 2027	289
Rate per APS Report	$ 32.00
Estimated Investment for APS reports	$ 9,248.00
Total Investment for Call Coverage services	$ 31,712.00

6. Broomfield 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 Broomfield COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Broomfield 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 Broomfield 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 Broomfield 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 Broomfield County. Broomfield 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 Broomfield County. Broomfield 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 Broomfield County's Trails Inbox. HCCC will notify Broomfield 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 Broomfield 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 Broomfield County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Broomfield County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Broomfield County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Broomfield 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 Broomfield County main Department of Human Services number. Broomfield County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Broomfield County, HCCC will transfer the call to a Broomfield County on-call designee. If the Broomfield 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. Broomfield 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 Broomfield 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 Broomfield COUNTY:

1. Broomfield County will provide an updated list of on-call Broomfield 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 Broomfield County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Broomfield County will notify the HCCC of any special circumstances where Broomfield County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Broomfield County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Broomfield 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, 2027 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2028 providing for payment of such obligations. Broomfield 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: Lisana Munoz

Name: Lisana Munoz

Title: Director of Human Services

Entity: The City and COunty of Broomfield

Approving Entities

Signed: _____

Name: Lanie Meyers-Mireles

Title: Director

Entity: _____

State Confirmation

Date: 10/22/2026

Signed: April Jenkins

Name: April Jenkins

Title: _____

Entity: _____

Digitally signed by April Jenkins
Date: 2026.10.23 16:49:53 -06'00'

Approved as to Form:

Courtney Hartmann

CCOB Senior Attorney

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Anthony Letteer, Prowers Area Transit

Submitted to the County Administration Office on: 10/29/2026

Return Originals to: Anthony Letteer & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 11/30/26

Item Title/Recommended Board Action:

Consider approval of TripMaster Software Service Agreement for allowing Prowers Area Transit to implement new dispatching software to support Medicaid compliance and improve transit operations and authorizing PATS Operations Manager to execute the Agreement electronically.

Justification or Background:

Prowers Area Transit, as a Non-Emergency Medical Transportation (NEMT) provider for Medicaid, must comply with MediDrive's updated requirements, including the use of dispatching software that integrates with its system. TripMaster has been selected as the new dispatching software to meet these requirements, support Medicaid compliance, and improve the efficiency of transit operations.

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 _____

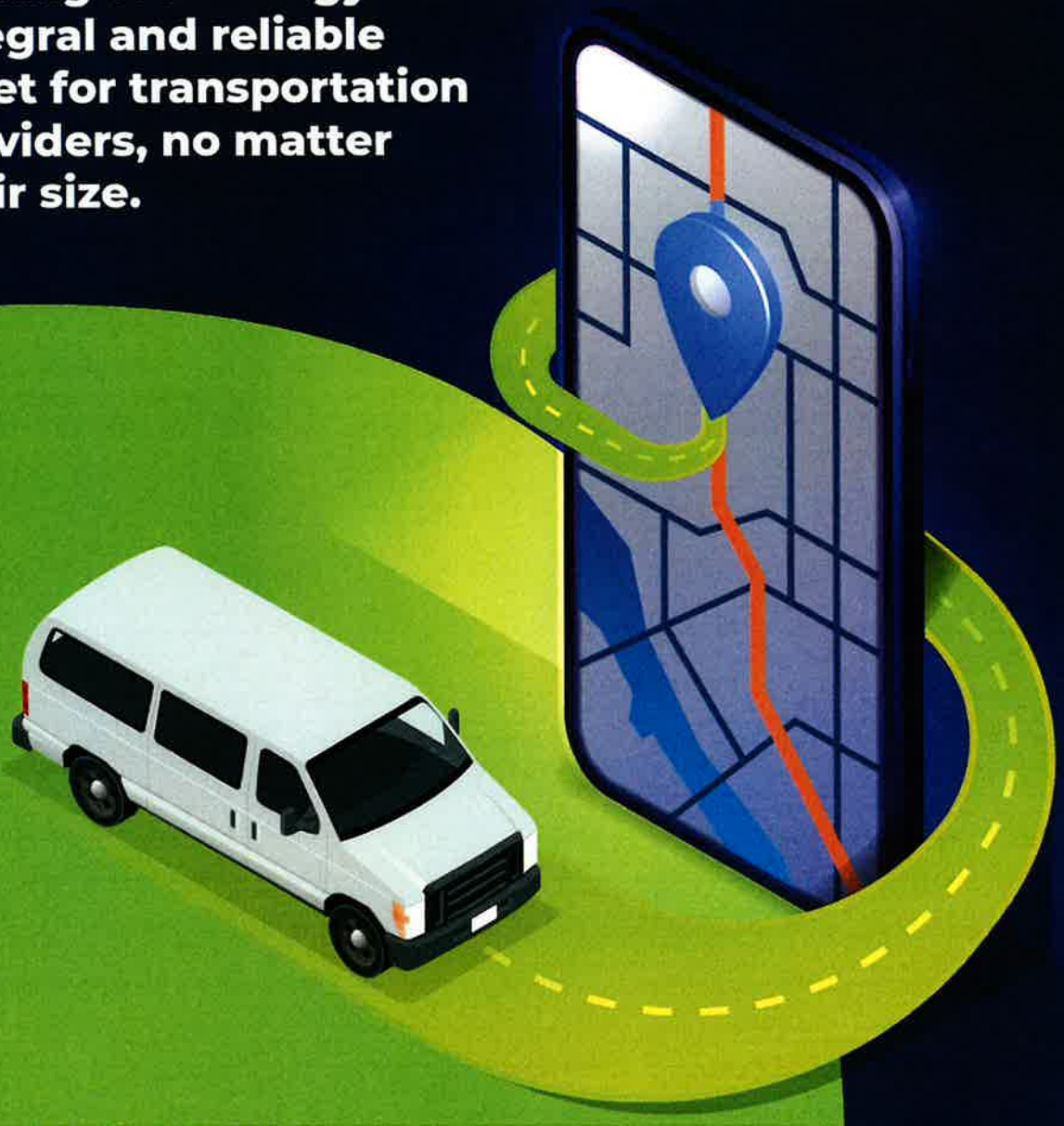
Clerk _____

HR _____

TripMaster

by CTS Software

For over 30 years, we have been dedicated to making technology an integral and reliable asset for transportation providers, no matter their size.



(800) 704-0064 www.tripmastersoftware.com

Customer Driven Software That Works

CTS Software (CTS) is pleased to submit our cost proposal to Prowers Area Transit-Prairie Dog Express for your dispatching and scheduling needs. Our company has provided software products, upgrades, and technical support to the public transportation industry since the mid-1990s, and we have a keen understanding of your business, business objectives, and vision of your future. We help you maximize efficiency, grow ridership by enhancing the passenger experience, and support a great work atmosphere for your employees.

Our flagship web-based solution is TripMaster—powerful, flexible, completely scalable, and feature-rich. This proposal includes a suite of effective modules to ensure that we will meet Prowers Area Transit-Prairie Dog Express needs now, as your organization's demands change, and goals are met. We've gone to great lengths to design an overall feel and business logic that proves our commitment and dedication to you–plus a 100% satisfaction guarantee.

CTS truly believes—based on knowledge of the industry, coupled with years of service to providers like you—that we are the perfect solution. We are most proud of our family-style commitment to customer service, and our customers will tell you that they appreciate reaching a real live person, who knows them by name, on the phone 24/7 if they ever need help.

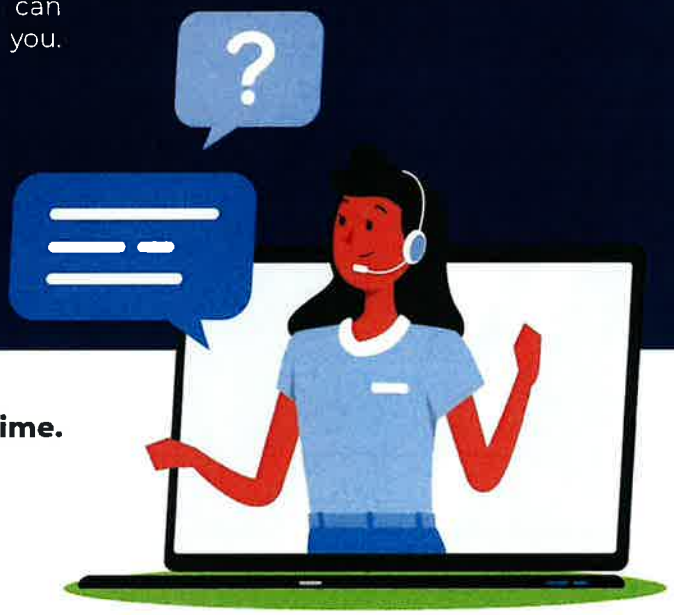
In closing, we would again like to thank you for this opportunity. We look forward to a favorable evaluation that ultimately benefits the local communities you serve. Our reasoning for creating effective and efficient solutions comes down to those that need the valuable services provided by transportation providers and enhancing the experience for everyone involved. Thank you for this opportunity and thank you for considering us as your partner for many mutually beneficial years.

TripMaster

Technology moving you forward

Technical support is our top priority—you can only do your job if your software works for you. With TripMaster, you can expect:

- 24/7 live, U.S. based representatives
- Same-day responses and solutions
- Complimentary updates and new features



TripMaster's platform allows you to incorporate additional features at any time.

Automated scheduling
Driver App
Ride Reminder calls and texts
Medicaid billing
Third-party trip broker interfaces
Vehicle maintenance
Passenger ticketing
Camera Solution
Rider App

TripMaster by CTS Software

Cost Proposal

TripMaster by CTS Software
PO Box 57
Swansboro, NC 28584
United States

T: 800-704-0064
F: 866-244-4351

Quote #	**4773 v10**
Date	**10/28/2026**
Expires	**10/30/2026**
Contact	**Lenae Lear**

Prepared for

Prowers Area Transit-Prairie Dog Express
Anthony Letteers
407 Olive St
Lamar, CO 81052
United States

T: 719) 336-8034
E: aletteer@prowerscounty.net

ACCEPT QUOTE

TripMaster/ TripView Subscription Cost Proposal

Core Solutions

Monthly Fees

Category	Item	Qty	Price	Total
Monthly Fees / Training	**Hosting, Backups, and Updates** Allowing CTS to host your database in the Microsoft Azure Cloud guarantees a minimum 99.9% uptime with multiple fail-safes, including a server architecture that incorporates redundant instances of each server, to ensure you always have access to your system. CTS also performs a database backup every 15 minutes, and full-system backups hourly.	1	$0.00	**$0.00**
Monthly Fees	**License Fee** Fee per username and password to access your TripMaster database.	3	$50.00	**$150.00**
Monthly Fees	**TripMaster Software Base Vehicle Fee** TripMaster Software with reservation management , automated trip optimization for same-day and batch scheduling with customizable profile settings and instant optimization statistics. Driver application, ParaScope, for electronic manifests, real-time vehicle tracking, mobile messages, and pre- and post-trip inspections. Mapping, billing and reporting including a custom report builder.	5	$90.00	**$450.00**
Monthly Fees	**TripReminder Fee (1,000 Monthly Calls/Texts)** Customizable passenger trip reminder phone calls or text messages automate a day before reminder and an on-the-way reminder.	2	$40.00	**$80.00**
Discount	End of Month Discount	1	($136.00)	**($136.00)**

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal	$680.00
Discount	($136.00)

Optional Modules

Monthly Fees

Category	Item	Qty	Price	Total
Monthly Fees	☐ **TripPortal Module Fee** *Optional* Online and app-based (android and IOS) trip booking for passengers and third-party delegates.	1	$225.00	Not Selected
Monthly Fees	☐ **TripPass Module Fee** *Optional* Contactless ticketing for digital fare collection, punchcard option, and data range for active use. Physcial cards are scanned by the driver application, ParaScope, and/or the use of E-Pass is available.	1	$250.00	Not Selected

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal $0.00

Implementation

One-Time Fees

Category	Item	Qty	Price	Total
Services / Training	**Data Acquisition, Conversion, and Install** TripMaster will perform a database conversion of existing data from your current files into your TripMaster database. The converted data will be transferred confidentially, and CTS Software will ensure that appropriate high-level security measures are taken to protect the data's integrity and accuracy.	1	$0.00	**$0.00**†
Services	**Remote System Set-up** TripMaster will conduct a series of online webinars using Zoom during the initial system setup phases. Watch and learn from role-based documentation, help videos, short quizzes, and follow-up meetings with your technical trainer to train your end-users and staff. Online training is done for all projects prior to the remote go-live or prior to the onsite training and go-live if added.	1	$750.00	**$750.00**†

One-Time Subtotal $750.00

Summary

† *Non-taxable item*

This cost proposal is valid until the expiration date and is entirely confidential.

Taxes and fees will apply unless proof of tax exemption is supplied.

Total One-Time	**$750.00 USD**
Monthly Subtotal	$680.00
Discount	($136.00)
Total Monthly	**$544.00 USD**

ACCEPT QUOTE

1. All pricing and information provided herein is based on information provided.
2. All prices are in US dollars.
3. Cost proposal is valid for 30 days from the issued date and is completely confidential.
4. Taxes and fees will apply unless proof of tax exemption is supplied.
5. The products provided pursuant to any Purchase Order will be delivered to the Licensee.
6. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.
7. The pricing provided assumes that CTS Software will provide:

    - All related software
    - Hosting services
    - Training
    - Ongoing Maintenance and Support

8. The pricing provided in this proposal assumes that the Licensee will provide:

    - Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
    - A high-speed internet connection
    - Computer hardware
    - In-vehicle hardware

MASTER SERVICES AGREEMENT

This Master Hosted Services Agreement ("**Agreement**"), effective as of the acceptance date of this Cost Proposal (the "**Effective Date**"), is entered into by and between Prowers Area Transit-Prairie Dog Express ("**Customer**") and Foxster Opco, LLC, d/b/a CTS Software ("**CTS Software**", "**CTS**"), a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584. The parties agree as follows:

1. DEFINITIONS. Capitalized terms used but not defined elsewhere in this Agreement have the meanings set forth below.

1.1 "**Customer Data**" means data and information submitted by or for Customer into the Hosted Services.

1.2 "**Documentation**" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by CTS from time to time.

1.3 "**Hosted Services**" means the applicable software services to be provided by CTS to Customer over the internet through a web browser or other CTS authorized application, as further described and set forth in an Order and this Agreement.

1.4 "**Order**" means an order form specifying the Service(s) and/or Devices to be provided hereunder that is executed by the parties, including any addenda and supplements thereto.

1.5 "**Professional Services**" means any consulting, development, implementation, configuration, training, support, or other professional services that are described in an Order. Hosted Services are not Professional Services.

1.6 "**Services**" means the Hosted Services and Professional Services. "Services" excludes Customer Data.

2. SERVICES.

2.1 Orders for Services. CTS will make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

2.2 Orders for Devices. Customer may purchase Devices (as defined in Schedule 2) pursuant to the execution of an Order between the parties. The additional terms set forth on Schedule 2 will apply to such purchases.

2.3 Hosted Services. CTS will provide to Customer the Hosted Services specified in an Order. Customer will identify to CTS, in the manner specified by CTS from time to time, its employees that require access to the Hosted Services. CTS will provide standard support for the Hosted Services to

Customer at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services). CTS will provide the Hosted Services in accordance with the service level agreement set forth in Schedule 1.

2.4 Professional Services. If specified in an Order, CTS will provide Professional Services to Customer in accordance with the applicable Order. For example, upgrades to the Hosted Services that are requested and made available for the benefit of the Customer will not be offered at no additional charge. Such upgrades will be quoted by CTS upon written request from the Customer and memorialized in a signed Order for Professional Services. CTS
will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by CTS in connection with the Professional Services.

2.5 Service Delivery. CTS may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.
CTS may, in its sole discretion, make any changes to any Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of CTS' products or services to its customers, (b) the competitive strength of, or market for, CTS' products or services, (c) such Services' cost efficiency or performance, or (ii) to comply with applicable law.

2.6 Protection and Use of Customer Data. CTS will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of Customer Data by CTS personnel except: (a) to provide the Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below; or (c) as Customer expressly permits in writing.
Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by CTS for use with the Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

3. USE OF SERVICES AND CONTENT.

3.1 Customer Responsibilities. Customer will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CTS promptly of any unauthorized access or use of which Customer becomes aware; (d) use Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to Customer's use of the Services; and (f) promptly and fully cooperate with CTS and make the necessary personnel and resources available to CTS for CTS to deliver the Services, as reasonably requested by CTS.

3.2 Usage Restrictions. Customer will not: (a)
use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Service available to, or use any Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Services, or include any Service in a service bureau or outsourcing offering; (d) use or permit use of any Service in contravention of Section 3.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Service; (f) attempt to gain unauthorized access to any Service; (g) permit direct or indirect access to or use of any Service in a way that circumvents a usage limit; (h) copy a Service or any part, feature, function, or user interface thereof; (i) copy any Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Service; (k) access any Service in order to build a competitive product or service; or (l) reverse engineer any Service (to the extent this restriction is permitted by law).

3.3 Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility.
Customer is responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by CTS, which may be amended from time to time.
CTS neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

3.4 Prohibited Uses. Customer will not and will not permit others in using the Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or CTS; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for CTS; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services; (e) transmit or upload any material through the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing CTS', or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Services, networks or servers connected to the CTS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Services; (g) attempt to gain unauthorized access to the Services, other CTS customers' computer systems or networks using the Services through any means; or (h) interfere with another person's use of the Services. CTS has no obligation to monitor Customer's use of the Services. However, CTS reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

3.5 Removal of Content. If CTS is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, CTS may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Reservation. CTS and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

4.2 Access to Hosted Services. Subject to Customer's compliance with this Agreement and any Orders, CTS grants to Customer a non-exclusive , personal, non-transferable, limited license for its employees to access and use the Hosted Services and Documentation solely for Customer's internal business purposes.

4.3 Customer Data. As between CTS and Customer, Customer owns the Customer Data. Customer grants to CTS and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Services and for the exercise of CTS' rights under this Agreement and for scenarios including but not limited to data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to CTS that Customer has the right to grant the foregoing license and provide Customer Data to CTS in accordance with this Agreement. CTS may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve CTS' products and services.

5. FEES AND PAYMENT TERMS

5.1 Services Fees. For the Services provided under this Agreement, Customer will pay CTS the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, applicable fees will be invoiced to Customer monthly in advance. Fees are non-cancelable and non-refundable. Unless otherwise agreed in an Order, Customer will pay all invoices net 30 days from the date of the CTS invoice. All fees paid and expenses reimbursed under this Agreement will be in United States currency. All standard fees will automatically increase by 3% per year after the one year anniversary of the Effective Date of the Initial Term.

5.2 Late Fees. If any invoiced amount is not received by CTS by the due date, then, without limiting CTS' rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). CTS, at its option, may suspend the Services, in whole or in part, if CTS does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.
CTS shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with Customer's breach of its payment obligations.

5.3 Taxes. Customer is tax exempt and will provide a tax-exempt certificate.

5.4 No Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

6. NON-DISCLOSURE AND CONFIDENTIALITY.

6.1 Definition of Confidential Information. "**Confidential Information**" means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CTS includes the Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "**Disclosing Party**" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "**Recipient**" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

6.2 Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or

disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section 6 will survive termination and continue for so long as the applicable information constitutes Confidential Information.

6.3 Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4 Feedback. Any feedback, comments, suggestions or proposed modifications to the Services provided by Customer to CTS may be freely used by CTS without limitation, notice, or duty of accounting.

7. THIRD PARTY SERVICES.

7.1 Integration with Third Party Services. The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by CTS (collectively, each a "Third Party Service"). To use such features, Customer may be required to obtain access to such Third Party Service from its provider, and may be required to grant CTS access to Customer's account(s) on such Third Party Service. Customer shall provide, and shall cause the provider of the Third Party Service to provide, CTS with any reasonably requested information and materials needed to integrate the Third Party Service with the Services.

7.2 Permissions; Disclaimer. CTS does not warrant or support Third Party Service or other third-party products or services. If Customer chooses to use a Third Party Service with the Services, Customer grants CTS permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to CTS in connection with the Services as required for the interoperation of that Third Party Service with the Services. CTS is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by Customer of a Third Party Service, and any exchange of data between Customer and any Third Party Service or its provider, is solely between Customer and the applicable third-party provider. Further, CTS cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to CTS.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

8.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 Services Warranties. CTS represents and warrants that it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. Customer's sole remedy for breach of a warranty in this Section shall be to have CTS use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Customer.

8.3 Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Service in full compliance with this Agreement, CTS' end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Service; (c) the provision and use of Customer Data as contemplated by this Agreement and any Service do not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (d) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 8, CTS SOFTWARE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CTS SOFTWARE. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CTS SOFTWARE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CTS SOFTWARE.

(b) Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) CTS shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal

injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other CTS property.

9. LIMITATION OF LIABILITY.

9.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID TO CTS SOFTWARE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exceptions. The exclusions and limitations in Section 9.1 and Section 9.2 will not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 10 (Indemnification).

10. INDEMNIFICATION.

10.1 CTS will indemnity Customer for intellectual propoerty infringement, gross negligence and willful misconduct without an indemnity cap. All other indemnity obligations of CTS cannot exceed the total amounts paid or payable by the Customer to CTS in the twelve (12) month period immediately preceding the event giving rise to the indemnity cliam.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue until the time which the last active Order has terminated or expired. The term of each Order will be specified in the applicable Order.

(a) Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, this Agreement may be terminated by either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party, with a material breach including Customer's failure to pay, when due, any fees due to CTS. Customer may terminate this Agreement if the required funding is not appropriated. If Customer desired to terminate for convenience, it must provide at least sixty (60) days' prior written notice and pay CTS for all fees for services rendered, approved non-cancellable commitments, and reasonable wind-down/transition costs incurred through then effective terminate date.

11.2 Effect of Termination or Expiration. Upon termination of this Agreement for any reason: (a) all Orders hereunder will terminate, and all rights and licenses granted by CTS hereunder to Customer will immediately cease; and (b) Customer will immediately cease use of any Services and, within thirty (30) days after termination or expiration of this Agreement, return to CTS or, at CTS' written request destroy, all CTS Confidential Information in Customer's possession or control. The following sections of this Agreement will survive its termination or expiration: Section 1 (Definitions); Section 3.5 (Removal of Content); Section 4.1 (Reservation); Section 4.3 (Customer Data); Section 5 (Fees and Payment Terms); Section 6 (Non-Disclosure and Confidentiality); Section 8.3 (Disclaimer); Section 9 (Limitation of Liability); Section 11.2 (Effect of Termination); Section 11.3 (Portability and Deletion); and Section 12 (General).

11.3 Portability and Deletion. If Customer requests in writing within 30 days after the effective date of termination or expiration of this Agreement: (a) CTS will make Customer Data available to Customer for export or download and (b) CTS will return to Customer all Customer Confidential Information other than Customer Data in CTS' possession or control. After that 30-day period, CTS will have no obligation to maintain or provide any Customer Confidential Information, and will thereafter delete or destroy all copies of Customer Confidential Information in its systems or otherwise in its possession or control, unless legally prohibited.

12. GENERAL.

12.1 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of Colorado. Each party waives any and all rights to have this action brought in any place other than the State of Colorado.

12.2 Delay in Performance. If CTS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, CTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and CTS' obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

12.3 Conflicting Terms in Customer Purchase Orders. Notwithstanding the content of any Customer purchase order or any other document or record generated by Customer (other than an executed Order), whether in writing or electronic, relating to the subject matter of this Agreement, the

terms of this Agreement will govern and any conflicting, inconsistent, or additional terms contained in such documents will be null and void.

12.4 Notice. All communications required or otherwise provided under this Agreement will be in writing and will be deemed given when delivered (a) by hand, (b) by registered or certified mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service; to the address set forth for the applicable party on the first page of this Agreement, as may be amended by the party by written notice to the other party in accordance with this Section 12.4.

12.5 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign this Agreement, in whole, to a successor of all or substantially all of the assets of that party through merger, reorganization, consolidation or acquisition. If a party makes any attempted assignment, transfer or other conveyance in violation of the foregoing, the attempted assignment, transfer, or other conveyance will be null and void.

12.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

12.7 Severability. In case any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

12.8 Entire Agreement. This Agreement, including the schedules and exhibits hereto and Orders entered hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

12.9 Publicity. Customer agrees to serve as a customer reference for CTS. Additionally, Customer shall permit CTS to feature Customer in a press release upon execution of this Agreement and shall permit CTS to feature Customer in marketing materials following the implementation of the Hosted Services. CTS and Customer agree to collaborate on public announcements and marketing materials, and shall refrain from issuance or distribution of marketing materials without first obtaining the prior written consent of the other party, which shall not be unreasonably withheld.

12.10 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving.

12.11 Export. Customer shall not itself, or permit any third party, to, export, re-export or release, directly or indirectly, the Services to any country, jurisdiction or individual person to which the export, re-export or release of the Service (a) is prohibited by applicable law and associated regulations or (b) without first completing all required undertakings, including obtaining any necessary export license or other governmental approval.

12.12 Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including an act of God, war, natural disaster, governmental regulations or orders, epidemics or pandemics, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.13 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Usage Restrictions) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 10 (Indemnification), nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12.15 Relationship of Parties. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party will have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

WITH THE INTENT TO BE BOUND, the parties have executed this Agreement as of the Effective Date.

Foxster Opco, LLC dba CTS Software

Signature: Adam Fox

Printed Name: Adam Fox

Title: CEO

Schedule 1

Service Level Agreement

Service Levels. Subject to the terms and conditions of this Agreement, CTS will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 0 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" and "**Availability**" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer, or using Customer's access credentials, that does not strictly comply with this Agreement; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by CTS pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which CTS has provided Customer at least 72 hours' prior notice via email or though the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

Schedule 2

TripView Terms and Conditions

This schedule (this "**Schedule**") forms part of the Agreement executed between Foxster Opco, LLC, d/b/a CTS Software ("**CTS Software**", "**CTS**", "**we**", "**our**", or "**us**") and Prowers Area Transit-Prairie Dog Express ("**Customer**", "**you**", or "**your**"), and governs any purchases of Devices made pursuant to an Order issued under the Agreement. This Schedule only applies if the Customer purchases TripView, as indicated in the Order or is subsequently purchased via an Amendment to this Agreement. All capitalized terms not defined herein shall have the meaning provided in such Agreement. To the extent of any conflict between this Schedule and the rest of the Agreement, this Schedule shall control.

1. DEFINITIONS.

1.1 "**Device**" means the hardware (and associated firmware) that works with the Services and shipped and installed by us and any Updates to that firmware.

1.2 "**Documentation**" means our then current electronic or printed content describing the functions, features, specifications or certifications of the applicable software or product made available by us. Documentation excludes all proposals, demonstrations and marketing, sales and training materials.

1.3 "**Support**" means our then current standard support services made generally available to users of the Devices.

1.4 "**Updates**" means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

2. DEVICES.

2.1 Use. During the Order Term subject to commercial availability and your timely payment and full compliance with the terms of the Agreement, we will deliver to you Devices that can be used with the Services for your own business purposes in accordance with the Documentation.

2.2 Device Term. You are financially obligated to pay for at least 45 months from the effective date of our acceptance of your order for such Devices, whether pursuant to an Order or otherwise (the "Device Term").

2.3 Additional Orders. We will provide to you the Devices pursuant to this Schedule and the terms of the applicable Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into your original Order for Devices and are subject to the terms and conditions set forth herein and the Agreement.

2.4 Wireless Network or Satellite Changes; Equipment Updates. Over time, wireless network or satellite provider requirements may change and Devices may need to be upgraded to accommodate such changed requirements. You may be responsible for costs related to any such Device updates, if applicable. For any Device that is not upgraded, we cannot provide assurance that the Service will continue to be available. We will notify you in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that updates will be required. Our solutions include cellular connectivity.

2.5 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Devices. "**Reasonable Use**" means: i) unlimited use for standard telematics, GPS and location data, and engine and accelerometer events; and ii) for any other purpose, use of the Service (a) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (b) that in CTS' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service. The Service is not intended to be, and shall not be, used with equipment, systems, or non-CTS approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to CTS taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if CTS reasonably believes interference or material impairment to CTS' network is imminent and immediate action is necessary, until such issue is resolved.

2.6 Lost Devices. During the Order Term, you will be responsible for the total replacement cost if a Device is lost. You will also be responsible for shipping, installation and device costs in the event a replacement is needed.

2.7 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

3. FEES. The fees set forth in an Order will be invoiced directly by us as set forth in the Agreement (unless you arrange to pay the fees by credit card).

4. WARRANTIES. During the Order Term, we warrant that our Support will allow the Devices that we install to operate as substantially described in the applicable Documentation ("**Good Working Order**") provided that the Device has been Updated (if applicable, in accordance with Section 2.8 above) and has not been subject to misapplication, misuse, modification, improper use with other software, damage, or negligence. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 45 days of issuance of a return materials authorization ("**RMA**") number or you may be invoiced the Non-returned Fee as set forth in Section 5.1 below. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under an Order (you must contact and pay that third party owner directly for any available support).

5. EARLY TERMINATION.

5.1 Fees; . You are responsible for the monthly fees identified in the above Cost Proposal for the Term of this Agreement. You may terminate this Agreement prior to the expiration date of this Agreement by providing thirty (30) days' notice of termination in writing. You will be responsible for all fees committed to through the termination date. No refunds of any fees will be provided under early termination.

5.2 Survival. The rights and obligations under Sections 1, 2, 3, 5, 6, and 7 survive any expiration or termination of this Agreement.

6. LIMITATIONS OF LIABILITY. Our entire liability and your sole and exclusive remedies for any damages whether in contract, tort or otherwise arising from this Schedule are: (i) for breach of warranty for the Devices, the repair and replacement remedies in Section 5; and (ii) for claims other than in subsection (i), the direct damages proven in an amount not to exceed the amount paid by you for the Devices in the 90 day period immediately preceding the date on which the claim arose. We have no liability for any Device that was not installed by us.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING WIRELESS CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING WIRELESS CARRIER AND ITS AFFILIATES AND CONTACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

7. NO RIGHT TO DISTRIBUTE, RESELL, OR REMARKET. You have no right under this Schedule and agree not to act as a distributor, reseller, or remarketer of the Devices without our prior written consent. We and our licensors retain all right, title and interest in and to the Devices, and other services provided under this Schedule, including but not limited to all copyright, patent, trade secret and other intellectual or proprietary rights. You may not remove any copyright notices or any confidential or proprietary legends.

ORDER

GENERAL INFORMATION.

Order Term: Immediately from Effective Date, and auto-renewing for additional 1 (one) month periods unless a party notifies the other in writing of its intent to non-renew at least 30 days prior to the next Order Term.

This Order (the "**Order**") is made and entered into as of the Cost Proposal acceptance date known as the "**Effective Date**" by and between Foxster Opco, LLC, dba CTS Software ("**CTS Software**", "**CTS**", "**Licensor**", "**we**", "**our**", or "**us**") and Prowers Area Transit-Prairie Dog Express ("**Customer**", "**Licensee**", "**you**", or "**your**"). This Order is governed by the terms and conditions of the Master Services Agreement (the "**Master Contract**") executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

1. MAINTENANCE AND SUPPORT FEES:

1.1 The Licensee's chosen software, services, monthly fees, annual fees and upfront fees if applicable are identified in the Cost Proposal.

1.2 Beginning on the Effective Date, Licensor will submit the monthly invoice via email on the first day of each month, and such fees must be paid by the fifteenth (15) day of the month in order to prevent suspension of service for the following month.

(a) Payments not received by the due date will be subject to late fees and suspension of system access.

1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month if the number of vehicles exceeds that noted on the Cost Proposal if applicable.

1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month if the number of licenses exceeds that noted on the Cost Proposal if applicable.

1.5 Full pricing and other details for any fees described in this Order are set forth in the Cost Proposal

1.6 Pricing is valid for 30 days post the Effective Date of this Order and will be reevaluated at the time of contract renewal.

1.7 All applicable sales and use tax will be applied in addition to the fees listed on the Cost Proposal unless official proof of tax exemption is supplied.

2. IMPLEMENTATION:

2.1 Licensor shall provide online setup and support services to Licensee unless onsite training has been selected and noted on the Cost Proposal. Up to five (5), one (1) hour, remote training sessions are included in the System Set-Up fee shown on the Cost Proposal. This fee is nonrefundable. Online training and support services will be provided remotely, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate and quantity defined on the Cost Proposal.

2.2 Onsite training is also available and charges for such services shall be billed separately at the rates shown on the Cost Proposal.

2.3 Retraining of Licensee's employees shall be charged at Licensor's rate of $150 per hour with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3. ADDRESS FOR NOTICES:

For Foxster Opco, LLC dba CTS Software ("Licensor"):

Foxster Opco, LLC dba CTS Software

Post Office Box 57

Swansboro, North Carolina 28584

Attn: Adam Fox, President

(910) 290-6300

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 10/30/2026

Return Originals to: Don Wilson, Cty Admin & Jana Coen, Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of the Environmental Report with Environmental Assessment for Water System Improvements for A & B Water Association, and authorizing BOCC Chairman Roger Stagner to execute the documents electronically.

Justification or Background:

A complete copy of the Environmental Assessment is available upon request.

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 _____

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ENVIRONMENTAL REPORT WITH ENVIRONMENTAL ASSESSMENT

for

WATER SYSTEM IMPROVEMENTS

Prepared for the:

A&B WATER ASSOCIATION

GMS, Inc.
Consulting Engineers

Docusign Envelope ID: 082A3369-23E3-8AF8-832C-4AF9CFF350C2

ENVIRONMENTAL ASSESSMENT

FOR

A&B WATER ASSOCIATION

PROJECT NO. 2024-075.350

DRAFT: OCTOBER 2026

OWNER:

A&B WATER ASSOCIATION
PO BOX 61
HOLLY, CO 81047

PREPARED BY:

GMS, INC.
CONSULTING ENGINEERS
611 NORTH WEBER STREET, SUITE 300
COLORADO SPRINGS, COLORADO 80903

TELEPHONE: (719) 475-2935
TELEFAX: (719) 475-2938

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U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58

This is a suggested format that may be used by Responsible Entities to document completion of an Environmental Assessment.

Project Information

Project Name: Water System Improvements

Responsible Entity: Prowers County

Grant Recipient (if different than Responsible Entity): A&B Water Association

State/Local Identifier: Colorado

Preparer: Dannah M. Koeniger, P.E.

Certifying Officer Name and Title: Don Wilson, County Administrator

Grant Recipient (if different than Responsible Entity): Nolan Thompson, Director

Consultant (if applicable): GMS, Inc., Consulting Engineers

Direct Comments to: Dannah M. Koeniger, P.E. (dmkoeniger@gmsengr.com)

Project Location:
The A&B Water Association (ABWA) provides potable water to 46 active residential users in a rural community in Prowers County, approximately 4 miles west of the Colorado and Kansas border. The ABWA service area lies northwest of the Town of Holly and southeast of the Town of Hartman, along U.S. Highway 50.

Description of the Proposed Project [24 CFR 50.21 & 58.32]:
The A&B Water Association (ABWA) is currently under an enforcement order for exceeding the maximum contaminant level (MCL) for combined radium-226 and radium-228. The ABWA undertook a Preliminary Engineering Report to evaluate its entire water system. The evaluation outlined three priorities of work surrounding the MCL exceedance and aging infrastructure. The ABWA chose to pursue Priority One, addressing the radium levels in the supply. Priority One improvements consist of the installation of a new radium removal treatment facility using hydrous manganese dioxide (HMO); construction of a new building to house the treatment equipment,

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piping, and controls; site work, electrical service, and instrumentation for the new treatment facility; and an evaporative waste tank. This project will bring AWBA into compliance with regulated water quality parameters and resolve the enforcement order.

Statement of Purpose and Need for the Proposal:
Like many communities in eastern Colorado, ABWA suffers from elevated levels of radium in its water supply. The presence of radium is due to the erosion or weathering of natural deposits; however, radium is a primary contaminant subject to MCL enforcement. In May 2024, the Association was served an enforcement order for the exceedance of combined radium-226 and radium-228. ABWA does not have any existing equipment to facilitate radium treatment and removal. The goals of this project are to resolve the enforcement order placed on ABWA and increase public health safety by providing the community with a water system that meets or exceeds the CDPHE Water Quality Control Division (WQCD) water quality standards. These goals will be met by constructing a new radium removal treatment facility

Existing Conditions and Trends [24 CFR 58.40(a)]:
The project area lies in a small, rural, unincorporated community in eastern Colorado. The economic roots of the area lie in livestock and agriculture. Customers who are not actively involved in agriculture are typically retired or employed in nearby towns. Historically, the eastern plains of Colorado have posted long-term, steady population declines. However, spillover growth, economic development in some rural counties, and a growing number of people relocating from urban centers suggest that regional population declines may stabilize. Moreover, the stable nature of agriculture and employment opportunities in nearby towns provide stability to the ABWA customers. This project has been designed considering a conservative annual growth rate of 0.5%.

Funding Information

Grant Number	HUD Program	Funding Amount
CDBG PF 25-552	CDBG DEEC	$100,000

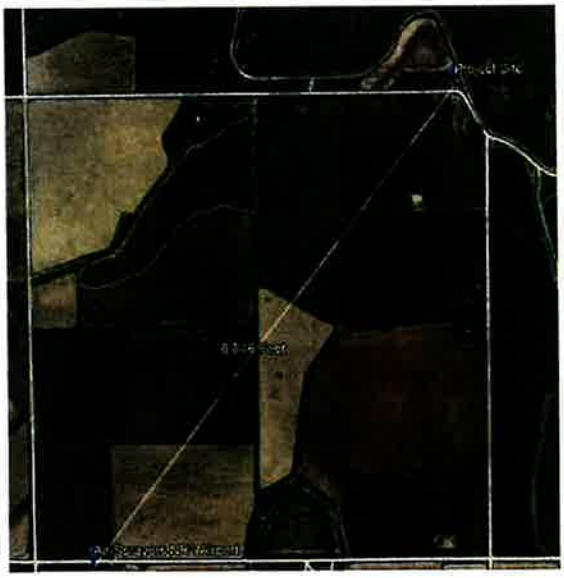
Estimated Total HUD Funded Amount:
$700,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:
$2,002,500

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Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	 The site is not within 15,000 feet of a military airport or 2,500 feet of a civilian airport, the project is not within FAA-designated civilian airport Runway Clear Zone (RCZ) or Runway Protection Zone (RPZ), or within a military airfield Clear Zone (CZ) or Accident Potential Zone (APZ) or Approach Protection Zone (APZ). The closest airport to the project area is Air-Sprayers NR2 Airport, which is approximately 6,850 feet to the southwest.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier	Yes ☐ No ☒	Pre-determined by HUD - Not applicable for the States of CO, MT, ND, NE, SD, UT, & WY.

Improvement Act of 1990 [16 USC 3501]		
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	A review of floodplain mapping by the Federal Emergency Management Agency (FEMA) indicates that there are no floodplains in or around the project site. The proposed improvements will not occur within any delineated floodplain. The project does not involve mortgage insurance, refinance, acquisition, repairs, construction, or rehabilitation of a structure, mobile home, or insurable personal property. Therefore, the project is exempt from the flood insurance purchase requirements.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	Given the nature of the project to be undertaken, no new air emissions will result from the ongoing operation and maintenance activities associated with the project. Air emissions brought about as a result of the primary beneficiaries are those that typically occur within a small rural community. Air emissions from the community will not be altered by virtue of the project. Prevailing winds in the service area are such that dispersal of any air emissions is readily achieved. Prevailing winds in Holly are from the south. The prevailing winds will direct odors and air emissions away from the residents. Prowers County is in a maintenance area for PM10. Per 40 CFR 93.153, PM10 for federal projects in maintenance areas must not exceed 100tons/year. This project is compliant and will be below that level A letter dated February 4, 2026 was sent to the Colorado Department of Public Health and Environment (CDPHE) requesting input. At the time of publishing, no comments have been received by CDPHE. This correspondence is found in Appendix F. The project will not disturb more than 25 acres, or take more than six months to complete; therefore, an Air Pollutant Emissions Notice (APEN) will not be required.

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Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	Pre-determined by HUD - Not applicable for the States of CO, MT, ND, NE, SD, UT, & WY.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	 The Lead-Safe Housing Rule does not apply to this project, as this project consists of water system improvements. There are no Superfund sites in the ABWA service area. The Holly MSW/Demolition Landfill is located about 2.5 miles northeast of the service area. The site will not be affected by construction. If any underground chemicals or hazardous materials are encountered during construction, the contractor will undertake the necessary remediation. This work will include notification to CDPHE for guidance and acceptance.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	Prior to contacting U.S. Fish and Wildlife, the Information for Planning and Conservation (IPaC) from the US Department of Interior within the project area was utilized to determine if any endangered species are present in the project area. Three species were identified: Eastern Black Rail (Threatened), Lesser Prairie-chicken (Under Review), Monarch Butterfly (Proposed Threatened), and Suckley's Cuckoo Bumble Bee (Proposed Endangered). No critical habitat are noted at this location. This species list was generated on December 19, 2025. Additionally, the U.S. Fish and Wildlife Service (USFWS) was contacted on February 4, 2026. An automated response was received from USFWS on February 9, 2026 stating, "If you haven't used it yet, this project may also be able to use our new determination key in IPaC

		(https://ipac.ecosphere.fws.gov/) to receive a review and an automated official response, and will not need to contact my office for further review if a project is determined to have no effect on our species." Following that correspondence on October 23, 2026, a biological analysis report was generated through the use of the tool. On October 27, 2026, USFWS confirmed that consultation is concluded if a determination of no effect is reached through the tool. The report can be found in Appendix D. The Colorado Parks and Wildlife (CPW) was contacted on February 4, 2026 for input on the project. A response was received from CPW on February 17, 2026, stating, "Based both on the location and type of action that has been taken CPW believes impacts to the wildlife resource to the negligible." The correspondence to and from USFWS and CPW can be found in Appendix D. The growth projections estimate that the population will minimally increase. Therefore, no direct or indirect impacts will result from the project due to any unforeseen growth occurring beyond the service area to threatened or endangered species as a result of funding the project.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	Natural gas for home heating is available to some parts of the ABWA service area, while others rely on propane gas. An aerial view of the area around the project site indicates there are no propane tanks within 1 mile of the site. All work will be acceptably separated from any propane storage tanks. Therefore, no mitigation will be required.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	A review of the Natural Resources Conservation Service (NRCS) Web Soil Survey indicates that the proposed and existing sites lie over soils classified as Farmland of Statewide Importance. All land within the site is owned by ABWA and is not used for agricultural purposes; therefore, the project will not result in any change in land use. This project is compliant with the requirements of the Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) as it is new construction but does not convert one land use to

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		another and meets an exemption as it is a "Project on land used for water storage." Best Management Practices (BMPs) will be included within the Contract Documents. This will require the Contractor to utilize BMPs throughout construction. The project will not have any direct or indirect impacts to important farmland. There will be no direct or indirect conversion of farmland as part of this project. Please note that all disturbed areas falling outside of a road surface will be seeded with the seed mix provided by the NRCS and applied as recommended. Monitoring of the site will also be undertaken to ensure the establishment of the selected vegetation and control of invasive and noxious weeds, as needed and required.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	The extent of the 100-year floodplain shown on FIRM 08099C0410C is located at least 4,600 feet away from the project site. A correspondence dated February 4, 2026 was sent to the Colorado Water Conservation Board (CWCB) requesting input. As of writing this report, no response has been received.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	The ABWA has undertaken a file search, which was conducted by the History Colorado Office of Archaeology and Historic Preservation on behalf of the ABWA. In addition to the file search request, a search of the National Register of Historic Places was also conducted. The file search results had 0 sites listed and 0 surveys. A letter was sent to the State Historic Preservation Office (SHPO) on February 13, 2026 requesting input. On March 3, a response was received stating, "While we agree that the undertaking will not affect the Amity Canal, when we consider the potential for the undertaking to affect other types of historic properties, including archaeological sites, we recommend that you complete supplemental historic property identification within the 4.5-acre APE for direct impacts associated with the undertaking." In an agreement dated April 19, 2026, ERO Resources Corporation was hired to conduct a

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		Class III cultural resource survey of the APE. On July 23, 2026, the survey was conducted, which documented one cultural resource, County Road KK. ERO Resources Corporation recommends the resource is not eligible for listing in the National Register of Historic Places and recommends no further work. Furthermore, ERO recommends a determination of "no historic properties affected." The Class III cultural resource survey report is presented in Appendix J. The report was provided to SHPO for review and concurrence. A final correspondence dated September 16, 2026 was received from SHPO stating, "We concur with your determinations that 5PW643 is not eligible for the National Register of Historic Places and the undertaking will result in no historic properties affected, 36 CFR 800.4(d)(1)." All work is to be conducted within ABWA-owned property, with access from County Road KK. The new water treatment plant (WTP) will be constructed to the west of the existing well house and storage tank. In the event an artifact is found, work will stop in that area, and the Colorado State Historic Preservation Officer will be contacted for direction on how to proceed. Work will then commence after the State Historic Preservation Officer has provided the appropriate authorization. A letter dated February 13, 2026 was sent to the Apache Tribe of Oklahoma, Comanche Nation, Oklahoma, Arapaho Tribe of the Wind River Reservation, Wyoming, Cheyenne and Arapaho Tribes, Oklahoma, Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana, Osage Nation, and the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, requesting input. At the time of publishing, no comments were received by these Tribes regarding this project. Correspondence regarding Historic properties both to and from History Colorado is included in Appendix A, while the Tribes' correspondence is included in Appendix B.

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Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	With the exception of normal construction activities occurring during the course of construction, no new noise sources will be created as a result of this project. No additional noise will result from traffic, as traffic will not increase as a result of this project. Noise patterns within the service area will not be altered as a result of the project. Given the fact that this project will not result in the generation of any additional noise, existing land uses will not be impacted. This project does not involve housing or any other building in which people will occupy. Therefore, no direct or indirect impacts will result from this project with respect to noise.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	Pre-determined by HUD - Not applicable for the States of CO, MT, ND, NE, SD, UT, & WY.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	The U.S. Fish and Wildlife Service's National Wetlands Mapper was reviewed to determine the types and locations of wetlands around the project area. The mapping indicates there is a riverine that abuts the project site. All proposed work will be confined entirely to the project site. No work will intersect with or impact the riverine. A letter dated February 4, 2026 was sent to the U.S. Army Corps of Engineers (USACE) requesting input in regard to wetland impacts. At the time of publication, no comments have been received from the USACE.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	The National Wild and Scenic Rivers System indicates the nearest "wild and scenic river" is the Rio Grande River located in New Mexico. The wild and scenic portion of this river is located approximately 190 miles southwest of the service area. The project will have no effect on the natural, free-flowing, and/or scenic qualities of a river segment in the National Wild and Scenic Rivers system or Nationwide Rivers inventory. A letter dated February 4, 2026 was sent to the National Park Service (NPS) requesting input in regard to the Wild and Scenic Rivers. At the time of publishing, no comments have been received from NPS.

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		All correspondence with NPS is included in Appendix E.

Environmental Assessment Factors [24 CFR 58.40] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

(1) Minor beneficial impact
(2) No impact anticipated
(3) Minor Adverse Impact – May require mitigation
(4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

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Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	The proposed Water System Improvements will be conducted within ABWA-owned property and County road rights-of-way. Land uses are typical of rural communities in eastern Colorado. ABWA does not have a comprehensive plan and is not zoned; however, Prowers County does have a comprehensive plan and is zoned. The proposed improvements will not impact or affect any existing plans or zoning, nor will they impact or alter land use. The improvements fall in alignment with the Association's needs for its water system and surrounding community. No changes to land zoning or development will occur as a direct result of this project.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2	Prowers County lies in the physiographic province of the Great Plains. The landscape is dominated by flat to gently rolling grasslands and prairies typical of eastern Colorado plains. Within this area, the Association's service area is located north of the Arkansas River. ABWA's service area gradually slopes south-southeast towards the Arkansas River, which flows easterly towards the state of Kansas. The highest elevation within the Association's service area is to the north with an elevation of approximately 3,600 feet. Lower elevations occur on the southeast portion of the service area, approaching approximately 3,390 feet. Local soils in the area have been classified by the NRCS. The primary soil types within the Water System Improvements project area consist of Nepsta clay loam, 1 to 3% slopes and Rock Ford clay loam, 1 to 3% slopes. Soil conditions within the project area are such that no signs of structures, foundations, basements, sidewalks, or roads being impacted as a result of poor soil construction parameters exist. Therefore, the project's components are considered to be suitable for the existing soils in the area. No unique or limiting conditions exist that would impact, affect, or alter the life, operation, and suitability of the proposed improvements. The project will not change or impact the soil suitability for the ABWA service area and any potential development. No alterations of the existing stormwater facilities are foreseen as a result of this Water System Improvement project. All existing stormwater facilities will either remain unaffected or will be replaced or repaired to as good as, or a better condition, within the construction portion of the project, if impacted as a result of the construction activities. The Contract Documents

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		will require the Contractor to return the ground surface condition to as good as, or a better condition, including road restoration (gravel surfacing, chip-n-seal and asphalt surfacing, etc.), surface drainage, off-road restoration (seeding), and overall drainage patterns. The Contractor will utilize appropriate BMPs to minimize erosion and sedimentation, prevent the discharge of sediment into waterways, and avoid impacts to adjacent properties. No long-term impact to stormwater facilities is foreseen as a result of this project.
Hazards and Nuisances including Site Safety and Noise	2	The southern portion of the community of ABWA is bordered by U.S. Highway 50/400. This highway is the primary transportation corridor away from the Association's service area. Transportation within the service area is achieved via County roads. The County roads and U.S. Highway 50/400 do not generate significant noise impacts. With the exception of normal construction activity occurring during the course of installation of the proposed improvements, no new noise sources will be created as a result of the project. No land uses will change as a result of the project. This project does not involve housing or any other building that people will occupy. The proposed water system improvements will not introduce new long-term noise sources or traffic volumes within the service area. With the exception of normal construction activity, no new noise sources will be created as a result of this project. Noise impacts associated with the project will be temporary and limited to normal construction activities during the installation of the proposed improvements

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	The project proposed for the ABWA will not influence existing employment opportunities within the service area or the surrounding areas. The project is only for the installation of radium removal treatment using HMO filtration, construction of a new building to house the treatment equipment, piping, and controls, site work, electrical service, instrumentation, and an evaporative waste tank. No new long-term jobs will result from the construction of the facilities. On a short-term basis, the construction portion of the project will result in potential jobs for local residents. This will benefit any organization or person who has the skills required for the construction of the facilities. Outside of potential construction-related opportunities, there will be no added long-term employment opportunities.

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Demographic Character Changes, Displacement	2	The Water System Improvement project proposed for the ABWA will serve the overall community. No specific business, development, property owner, or area will be benefited to any greater degree than all others served by the water system. The project will eliminate public health and safety concerns while creating a dependable and reliable water system. The project is being undertaken to accommodate the existing user base within the community and the growth projected over the next 20-year period. No specific new developments have been identified or provided for within the project. No land use changes will occur as a result of the project. No residential, business, or government building will be impacted as the project area has no buildings within project boundaries. No alteration of the community's demographic characteristics will occur. Lastly, no impediments to any neighborhood or population will be constructed within the proposed project. There are no land use changes in the service area. The demographic and character of the service area will not be impacted by this project. No existing buildings will be modified with this project.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	2	The project is for the installation of radium removal treatment using HMO filtration, construction of a new building to house the treatment equipment, piping, and controls, site work, electrical service, instrumentation, and an evaporative waste tank; therefore, there is no direct correlation with educational or cultural facilities provided to the ABWA's service area and this project. The Water System Improvement project will eliminate public health and safety concerns while creating a reliable water system. The Town of Holly, Colorado, has one school serving students from Pre-K through 12th grade. However, the project will not impact the school. Therefore, there will be no direct or indirect impact to this educational facility.
Commercial Facilities	2	ABWA does not have any commercial users within its service area. The project will not alter or create new commercial facilities. The improvements to the water system will benefit all customers.
Health Care and Social Services	2	The project is for the installation of radium removal treatment using HMO filtration, construction of a new building to house the treatment equipment, piping, and controls, site work, electrical service, instrumentation, and an evaporative waste tank; therefore, there is no direct correlation between healthcare facilities or social services provided to the service area and this project. There are several medical offices within the service area;

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		however, they will not be impacted by this project. Therefore, there will be no direct or indirect impact.
Solid Waste Disposal / Recycling	2	The solid waste disposal and recycling system servicing the Association's service area will not be affected long-term as a result of the water system improvements. No alterations or modifications in the amount or collection of solid waste is projected. Over the course of construction, weekly pickups may be required to be coordinated with the Contractor to ensure service is continuous, as access may be limited during construction. Outside of this requirement, no other impacts to the solid waste disposal and recycling system are anticipated.
Waste Water / Sanitary Sewers	2	ABWA is not served by a central sanitary sewer collection system. Waste flows from the HMO treatment process will be handled with an evaporative tank.
Water Supply	2	ABWA's water supply is derived from two deep groundwater wells extending into the Dakota Aquifer. The proposed Water System Improvements project will install equipment to treat and remove radium from water produced from the wells. Any anticipated growth and water demand will not change as a result of this project. The Association's allocated water supply will not change as a result of this project.
Public Safety - Police, Fire and Emergency Medical	2	The project is not intended to change the existing fire, police, or emergency medical services within the community, nor should there be a perception that the project is going to alter these services.
Parks, Open Space and Recreation	2	The project is for the installation of radium removal treatment using HMO filtration, construction of a new building to house the treatment equipment, piping, and controls, site work, electrical service, instrumentation, and an evaporative waste tank; therefore, there is no direct correlation with parks, open spaces, or recreational opportunities provided to the service area and this project. No existing parks, open spaces, or recreational opportunities in the area will be impacted by this project.
Transportation and Accessibility	2	The project area's transportation network consists of the County road system and U.S. Highway 50/400, which lies approximately 4 miles south of the project area. The project will consist of modifications and improvements to the existing WTP site. The work will occur within Association owned property and County road rights-of-way. Gravel roadways and all vegetated areas will be restored upon completion of construction. No modifications to existing transportation patterns will arise as a result of this project. No permanent impact will occur regarding any existing land uses and associated traffic patterns as a result of

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		this project. Temporary disruption during construction may occur on the stretch of County Road KK immediately south of the project site. No long-term impacts to any transportation facilities will occur as a result of this project.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	All natural disturbed areas will be reseeded with the appropriate seed mix as recommended by the NRCS. No long-term negative impacts to vegetation are foreseen as a result of construction activities. The project will not impact water quality or quantity in the vicinity. BMPs will be used during construction to eliminate any potential soil erosion into the Amity Canal. Surface runoff will not substantially increase as a result of the construction of new facilities. Waste flows from the HMO treatment process will be handled with a non-discharging concrete evaporative tank. Additionally, the project will not alter ABWA water demand or allocation so no changes in water quantity will occur.
Vegetation, Wildlife	2	The majority of the area surrounding the service area of ABWA is under cultivation for agriculture. Crop production in the area includes wheat, corn, sorghum, and alfalfa. Native vegetation in the area consists of a variety of short and mid-tall grasses, including Blue Grama, buffalograss, western wheatgrass, and side-oats grama. The Natural Resources Conservation Service (NRCS) was contacted on February 11, 2026. At the time of publishing, no comments have been received from NRCS. All correspondence with NRCS can be found in Appendix G. The U.S. Fish and Wildlife Service (USFWS) was contacted on February 4, 2026. A response was received dated February 9, 2026 stating, "If you haven't used it yet, this project may also be able to use our new determination key in IPaC (https://ipac.ecosphere.fws.gov/) to receive a review and an automated official response, and will not need to contact my office for further review if a project is determined to have no effect on our species." The Colorado Parks and Wildlife (CPW) was contacted on February 4, 2026 for input on the project. A response was received from CPW on February 17, 2026, stating, "Based both on the location and type of action that has been taken, CPW believes impacts to the wildlife resource to be negligible."

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		The species list that was generated on December 19, 2025, from IPaC reported that the known endangered or threatened species that could be nearby the project site are the Eastern Black Rail (Threatened), Lesser Prairie Chicken (Under Review), and Monarch Butterfly (Proposed Threatened). There are no critical habitats within the planning area. All correspondence with USFWS and CPW can be found in Appendix D.
Other Factors	2	The project is limited to the water system improvements for the ABWA. There will be no impact to communications or communication providers within the area.

Environmental Assessment Factor	Impact Code	Impact Evaluation
ENERGY		
Energy Efficiency	2	This project includes the construction of a new WTP to facilitate radium removal. The project consists of installation of radium removal treatment using HMO filtration, construction of a new building to house the treatment equipment, piping, and controls, site work, electrical service, instrumentation, and an evaporative waste tank. The improvements will require slightly increased energy demand over the existing equipment. Given the need for a new WTP, opportunities to incorporate energy conservation lie within the design process. The HMO WTP will be designed to be as energy efficient as possible. All new equipment will represent the most energy-efficient technology for the available funding.

Additional Studies Performed:
Class III cultural resource survey

Field Inspection (Date and completed by):

Jake Price, GMS Inc., January 2025

Tiana Duncan, ERO Resources Corporation, July 2026

List of Sources, Agencies and Persons Consulted:

A. History Colorado
B. Colorado Water Conservation Board
C. Colorado Division of Water Resources
D. Colorado Department of Public Health and Environment, Air Pollution Control Division
E. Colorado Parks and Wildlife
F. U.S. Fish and Wildlife Service
G. United States Department of Agriculture, Natural Resource Conservation Service

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H. U.S. Army Corps of Engineers
I. National Park Service regarding project impacts to Wild and Scenic Rivers
J. Osage Nation
K. Apache Tribe of Oklahoma
L. Comanche Nation, Oklahoma
M. Northern Arapaho Tribe of the Wind River Reservation, Wyoming
N. Cheyenne and Arapaho Tribes, Oklahoma
O. Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
P. Fort Belknap Indian Community of the Fort Belknap Reservation of Montana

List of Permits Obtained:
A county permit will be required, but this will be obtained at the time of construction by the Contractor.

Public Outreach [24 CFR 50.23 & 58.43]:
A public hearing to discuss this project was held on August 26, 2025.

Cumulative Impact Analysis [24 CFR 58.32]:
The cumulative impacts with respect to environmental concerns will be negligible. No foreseen growth will occur beyond available housing. All work will be done on Association-owned property and County road rights-of-way. The overall impacts will be positive, with an increase in protecting the public health and safety as combined radium concentrations are reduced in the finished water. Other impacts include the ability to provide a water system that meets or exceeds CDPHE criteria, the ability to charge an equitable rate, and provide ease of operation and maintenance.

Alternatives [24 CFR 58.40(e)]
All alternatives considered for the treatment and removal of combined radium require the ABWA to register as a Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) generator.

The first viable alternative considered was the installation of treatment columns utilizing single-use adsorptive media. This process utilizes proprietary adsorptive media specifically engineered to remove radium. While the process does not produce a waste stream, it poses significant operation and maintenance (O&M) costs, nearly three times those of HMO treatment. Additionally, this alternative requires the Association to enter a long-term agreement with a single-use media provider. The service provider associated with this technology would manage all aspects of the treatment system lifecycle, including permitting, design, installation, start-up, media replacement, and radioactive waste disposal. Due to the significant burden placed on ABWA customers as a result of high O&M costs, this alternative was ultimately dismissed.

No Action Alternative [24 CFR 58.40(e)]:
The no action alternative consists of no physical improvements or additions to the existing WTP equipment. Historic O&M, condition of facilities, and associated issues will remain. Under the no action alternative, radium concentrations in finished water would continue to exceed the MCL as there is no existing equipment to facilitate radium removal. The no action alternative would

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likely result in regulatory action by the WQCD against the ABWA, as the enforcement order for the exceedance of the combined radium MCL would not be resolved. Thus, the no action alternative is not a viable alternative.

Summary of Findings and Conclusions:

Mitigation Measures and Conditions

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
National Historic Preservation Act	Cease construction and notify the State Historic Preservation Officer in the event that any historical and archeological artifacts are discovered.
U.S. Army Corps of Engineers	Work falls under Nationwide Permit (NWP) 58. A Preconstruction Notification will only be required if activities include open trenching in perennial streams.
Local Noise Ordinances	Construction activities limited to normal daytime working hours in accordance with local ordinances.
Colorado Solid Waste Disposal Sites and Facilities Act	Contractor to coordinate with trash service company to ensure continual trash pickup for the impacted area of the community.
Manual on Uniform Traffic Control Devices (MUTCD)	Appropriate traffic control measures implemented where required to maintain safe traffic operations.

Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1)]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2)]
The project may significantly affect the quality of the human environment.

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

_____

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Certifying Officer Signature: _____ Date: _____

Name/Title: Roger Stagner, Chair of County Commissioners

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

APPENDIX A – STATE HISTORIC PRESERVATION OFFICE

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Sheriff Sam Zordel

Submitted to the County Administration Office on: 10-30-2026

Return Originals to: Sam Zordel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of GETAC Body Worn Camera Contract with WRAP for a five (5) year Contract to cover cameras accessories and BWC evidence storage, equipment will ship in December 2026 with implementation and usage to begin January 2027 and authorizing County Sheriff, Sam Zordel to execute the Contract.

Justification or Background:

Current BWC company (Intrensic) was bought out by WRAP. WRAP uses completely different BWC hardware and storage. 5-yr contract covers all 35 cameras, warranty, docks, body worn accessories, training, and cloud based storage for the 5 years. Total for 5 yr is $189.455.90, payable in 5 installments for $37,891.18 to begin in January 2027 (2027 budget includes this line item)

Fiscal Impact: This item is budgeted in the following account code: 001-13-432410

County: $37891.18 Federal: $_____ State: $_____ Other: $_____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

Prowers County Sheriff's Office (CO) - Getac Body Cameras

Prowers County Sheriff's Office (CO)
103 E Oak St
Lamar, Colorado 81052
United States

Sheriff Sam Zordel
Sheriff
szordel@prowerscounty.net
7193368050

Reference: 20261019-071445167
Quote created: October 19, 2026
Quote expires: December 16, 2026
Quote created by: Chandler Bergey
Customer Success
cbergey@wrap.com
+12155390332

Comments from Chandler

Start Date: 1/02/2027

Quote includes cost to maintain legacy BWC data within Intrensic for term of new contract with Getac.

Products & Services

Item & Description	Quantity	Unit Price	Total
Getac Body Worn Camera Program QTY 35 - BC-04-1080P - BWC Device, 128GB + FHD/HD/WVGA, WiFi + GPS + BLE, 5 years warranty, 5 years battery warranty QTY 2 - 8 PORT MULTIDOCK (MD-04), INCLUDES 150W AC ADAPTER (US), 5 YEAR WARRANTY, Weight : 2389g, LAN (RJ45) QTY 15 - Body Worn Camera Alligator Clip V2.0 QTY 15 - Body Worn Camera Molle Mount QTY 25 - Body Worn Camera Magnetic (Double-Sided) Mount QTY 35 - Body Worn Camera (BC-04), magnetic quick release charging USB cable (3.28 ft) QTY 2 - SINGLE PORT DOCK (VD-04L), USB-C TO USB-A CABLE, USB A EXTENSION CABLE, ETHERNET CABLE, adapter , 5 YEAR WARRANTY QTY 1 - Tier 1 Cloud Deployment Service, 1 Remote Setup Days / Up to 3 Days Onsite (Project/Training) QTY 2100 - Getac Evidence License- Include Cloud Plan for BWC, Monthly Unlimited. Access to Reporting, Asset Mgt, Case Mgt, AD Integration, Live Stream, Mobile AVL Mapping	1	$37,891.18 / year	$37,891.18 / year for 5 years

Annual subtotal	$37,891.18
Total	**$37,891.18**
Total contract value	**$189,455.90**

Purchase Terms

- **Please provide accounts payables email address for invoicing purposes, if different from individual signing quote: _____**
- **Net 30 for Orders within the U.S.A.**
- **For International Orders:** All international orders require 100% payment in advance prior to the commencement of manufacturing.
  All international shipments are **EXW (Ex Works) – WRAP Manufacturing Facility** *(182 Progress Way NE, Norton, VA 24273, USA).*

- Tax Exempt Certificate if applicable required prior to shipment. If not provided tax will be applied to the invoice.
- Client shall furnish to Wrap, upon the latter's request, written evidence from such governmental authorities of all such licenses, permits, clearances, authorizations, approvals, registrations, and recordings.
- These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or enduser(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Signature

_____ _____

Signature Date

_____

Printed name

Questions? Contact me



Chandler Bergey
Customer Success
cbergey@wrap.com
+12155390332

Wrap Technologies, Inc.
Project Intersection Industrial Park
182 Progress Way NE
Norton, VA 24273
United States

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 10/29/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11/02/2026 approval of payment of bills presented for County General Fund in the amount of $127,501.70 with a certification date of 11/03/2026

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: $127,501.70
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 3, 2026**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 105,995.86	-	-
ARPA FUND	$ 1,900.95	-	-
FSA ACCOUNT	$ 1,910.01	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ 13,602.74	-	-
ROAD & BRIDGE FUND	$ 2,833.59	-	-
SALES & USE TAX FUND	$ -	-	-
CONSERVATION TRUST FUND	$ -	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ -	-	-
CRMC FUND	$ 1,213.11	-	-
OPC FUND	$ 45.44	-	-
HARTMAN FUND	$ -	-	-
Totals	**$ 127,501.70**	**$ -**	**$ -**

DATE: November 3, 2026 _____ BOCC CHAIRMAN

DATE: November 3, 2026 _____ COMMISSIONER

DATE: November 3, 2026 _____ COMMISSIONER

DATE: November 3, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	127,501.70
AP + Fringes	$	127,501.70
Total Pd Certification - Payroll	$	127,501.70
Total Payroll + Fringes	$	-

Ending Check No. 79736
Beginning Check No. 79688
1
Total Number of Checks: 49

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____ Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

November 3, 2026

COUNTY GENERAL FUND - 01	**0010**		
79688-79736		$ 105,995.86	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 105,995.86**
ARPA	**0018**		
		$ 1,900.95	
			Total $ 1,900.95
ROAD & BRIDGE FUND - 02	**0020**		
		$ 2,833.59	
	Payroll	$ -	
	Fringes	$ -	**Total $ 2,833.59**
FSA (Cafeteria) 552	**0552**		
		$ 1,910.01	
		$ -	**Total $ 1,910.01**
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**		
		$ -	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ -**
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ 13,602.74	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 13,602.74**
CRMC - 13	**0016**		
		$ 1,213.11	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 1,213.11**
OPC - 14	**0017**		
		$ 45.44	
	Payroll	$ -	
	Total Fringes	$ -	**Total $ 45.44**
HARTMAN WATER - 15			
		$ -	
			Total $ -
			GRAND TOTAL $ 127,501.70

Paula Gonzales, Finance Director

Check Register

Prowers County, CO

Packet: APPKT00371 - 101.11.2026 AP 11/03/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
AIR1	A-1 Rental & Sales	11/03/2026	Regular	0.00	100.00	79688
AII1	Airgas Intermountain Inc.	11/03/2026	Regular	0.00	218.58	79689
AMAZON	Amazon Capital Services	11/03/2026	Regular	0.00	300.47	79690
ACS2	Auto-Chlor System of Colorado, LLC	11/03/2026	Regular	0.00	319.53	79691
CKBRLAW	CAMPBELL KILLIN BRITTAN & RAY, LL	11/03/2026	Regular	0.00	322.50	79692
CDPHE RF	CDPHE - Vitals	11/03/2026	Regular	0.00	960.00	79693
CQPEST	Country Quality Pest Control, Inc.	11/03/2026	Regular	0.00	100.00	79694
DISA	DISA	11/03/2026	Regular	0.00	139.25	79695
DAF1	District Attorney	11/03/2026	Regular	0.00	42,776.84	79696
E3CONSULTING	E3 Consulting Services, LLC	11/03/2026	Regular	0.00	1,725.00	79697
EPC3	El Paso County	11/03/2026	Regular	0.00	3,200.00	79698
WHISEN	Heather Whisenand	11/03/2026	Regular	0.00	100.00	79699
HST1	Home Store LLC	11/03/2026	Regular	0.00	556.63	79700
JFA1	J & F Auto Parts Inc	11/03/2026	Regular	0.00	8.42	79701
IJL1	Jo Lynn Idler	11/03/2026	Regular	0.00	1,310.01	79702
FPL6 -26107-59314MN	John Deere Financial	11/03/2026	Regular	0.00	837.34	79703
FPL5-11112-74420-R&E	John Deere Financial	11/03/2026	Regular	0.00	59.17	79704
FREQUEZK	KIRA FRESQUEZ	11/03/2026	Regular	0.00	500.00	79705
LCLLC	L & C, LLC	11/03/2026	Regular	0.00	1,697.00	79706
LBM1	Lamar BMS	11/03/2026	Regular	0.00	113.98	79707
Mirage	Mirage Technologies	11/03/2026	Regular	0.00	4,377.61	79708
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLUT	11/03/2026	Regular	0.00	1,083.33	79709
NEUMO/AVENU/GOVC	NEUMO RECORDS LLC /NEUMO ENT	11/03/2026	Regular	0.00	7,110.50	79710
PSE1	P.M. & Sons Enterprises, LLC	11/03/2026	Regular	0.00	329.53	79711
GONZPA	Paula Gonzales	11/03/2026	Regular	0.00	600.00	79712
PITNEYRA	Pitney Bowes Bank Inc- Reserve Acc	11/03/2026	Regular	0.00	300.00	79713
PRC1	Prowers County	11/03/2026	Regular	0.00	5,549.51	79714
QUL1	Quill LLC	11/03/2026	Regular	0.00	324.11	79715
RTREDI	R & T Redi Mix	11/03/2026	Regular	0.00	1,124.42	79716
RSCINC	Ranchers Supply Co, Inc.	11/03/2026	Regular	0.00	400.00	79717
RGR1	Reyman's Grocery	11/03/2026	Regular	0.00	222.10	79718
STAGNERR	Roger Stagner	11/03/2026	Regular	0.00	195.00	79719
CKN1	Ron Cook	11/03/2026	Regular	0.00	195.00	79720
VEN01104	SCRANTON SPECHT & ASSOCIATES, F	11/03/2026	Regular	0.00	15,640.00	79721
MRS1	Shred America	11/03/2026	Regular	0.00	1,258.55	79722
SDE1	Southeastern Developmental Servic	11/03/2026	Regular	0.00	75.00	79723
LYD1	Stay Sober, LLC	11/03/2026	Regular	0.00	13,602.15	79724
STR1	Stericycle Inc	11/03/2026	Regular	0.00	180.70	79725
SWITCHBACK	Switchback Institute, LLC	11/03/2026	Regular	0.00	2,041.12	79726
DUNAG	Thomas Dunagan	11/03/2026	Regular	0.00	100.00	79727
TRANS1	Transwest Truck Trailer RV	11/03/2026	Regular	0.00	316.10	79728
TSB1	Tri-State Body Shop	11/03/2026	Regular	0.00	13,295.72	79729
VEN00958	TY HARMON	11/03/2026	Regular	0.00	195.00	79730
URS1	UBEO Business Services	11/03/2026	Regular	0.00	218.47	79731
VIA1	Viaero Wireless	11/03/2026	Regular	0.00	260.16	79732
WAG1	Wagner Equipment Co	11/03/2026	Regular	0.00	21.77	79733
WAL1	Wallace Gas & Oil Inc	11/03/2026	Regular	0.00	46.20	79734
WSTRNHERTCO	WESTERN HERITAGE COMPANY	11/03/2026	Regular	0.00	1,900.95	79735

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WRE1	WEX BANK	11/03/2026	Regular	0.00	1,193.98	79736

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	49	0.00	127,501.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	82	**49**	**0.00**	**127,501.70**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2026	127,501.70
			127,501.70

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 11/03/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10/29/2026 email poll approval of Check #79737 and Certification correction presented for County General Fund with a certification date of 10/29/2026

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: $177,084.21
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 29, 2026**

		A/P	# PAYROLL	FRINGES
COUNTY GENERAL FUND	$	177,084.21	-	-
ARPA FUND	$	-	-	-
FSA ACCOUNT	$	-	-	-
BOOKING FEES ACCOUNT	$	-	-	-
PUBLIC HEALTH AGENCY	$	-	-	-
ROAD & BRIDGE FUND	$	-	-	-
SALES & USE TAX FUND	$	-	-	-
CONSERVATION TRUST FUND	$	-	-	-
CAPITAL FUND	$	-	-	-
OTHER AGENCIES FUND	$	-	-	-
LODGING TAX FUND	$	-	-	-
CRMC FUND	$	-	-	-
OPC FUND	$	-	-	-
HARTMAN FUND	$	-	-	-
Totals	$	177,084.21	$ -	$ -

DATE: October 29, 2026 _____ BOCC CHAIRMAN

DATE: October 29, 2026 _____ COMMISSIONER

DATE: October 29, 2026 _____ COMMISSIONER

DATE: October 29, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	177,084.21
AP + Fringes	$	177,084.21
Total Pd Certification - Payroll	$	177,084.21
Total Payroll + Fringes	$	-

Ending Check No.	79737
Beginning Check No.	79737
	1
Total Number of Checks:	1

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

October 29, 2026

COUNTY GENERAL FUND - 01	**0010**		
79737		$ 177,084.21	
Payroll Certification Correction		*$ (177,084.21)*	
Payroll		$ -	
Total Fringes		$ -	**Total** $ -
ARPA	**0018**		
		$ -	
			Total $ -
ROAD & BRIDGE FUND - 02	**0020**		
		$ -	
Payroll		$ -	
Fringes		$ -	**Total** $ -
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**		
		$ -	
Payroll		$ -	
Total Fringes		$ -	**Total** $ -
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ -	
Payroll		$ -	
Total Fringes		$ -	**Total** $ -
CRMC - 13	**0016**		
		$ -	
Payroll		$ -	
Total Fringes		$ -	**Total** $ -
OPC - 14	**0017**		
		$ -	
Payroll		$ -	
Total Fringes		$ -	**Total** $ -
HARTMAN WATER - 15			
		$ -	
			Total $ -
			GRAND TOTAL $ -

Paula Gonzales, Finance Director

Prowers County, CO

Check Register

Packet: APPKT00373 - Payroll Tax Transfer Check

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
FNB1	Frontier Bank	10/29/2026	Regular	0.00	177,084.21	79737

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	177,084.21
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**177,084.21**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2026	177,084.21
			177,084.21

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/10/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 10/29/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10/26/2026 approval of payroll, payroll A/P, payment of bills presented for County General Fund in the amount of $948,855.61, DHS/WHC in the amount of $259,015.52, and H3C in the amount of $141,362.90 with a certification date of 10/29/2026

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: $950,213.98
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 29, 2026**

		A/P #	PAYROLL	FRINGES
COUNTY GENERAL FUND	$	-	355,154.49	108,795.49
ARPA FUND	$	-	-	-
FSA ACCOUNT	$	-	-	-
BOOKING FEES ACCOUNT	$	-	-	-
PUBLIC HEALTH AGENCY	$	-	141,262.01	39,230.60
ROAD & BRIDGE FUND	$	-	64,644.10	18,224.20
SALES & USE TAX FUND	$	-	-	-
CONSERVATION TRUST FUND	$	-	-	-
CAPITAL FUND	$	-	-	-
OTHER AGENCIES FUND	$	-	-	-
LODGING TAX FUND	$	-	100.00	37.80
CRMC FUND	$	-	98,384.09	29,847.39
OPC FUND	$	-	70,105.92	24,427.89
HARTMAN FUND	$	-	-	-
Totals	**$**	**-**	**$ 729,650.61**	**$ 220,563.37**

DATE: October 29, 2026 _____ BOCC CHAIRMAN

DATE: October 29, 2026 _____ COMMISSIONER

DATE: October 29, 2026 _____ COMMISSIONER

DATE: October 29, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$	950,213.98
AP + Fringes	$	220,563.37
Total Pd Certification - Payroll	$	220,563.37
Total Payroll + Fringes	$	950,213.98

Ending Check No. 79687
Beginning Check No. 79675
1
Total Number of Checks: 13

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

October 29, 2026

COUNTY GENERAL FUND - 01	**0010**		
79675-79687		$ -	
Void SUTA October		*$ (1,358.37)*	
Payroll		$ 355,154.49	
Total Fringes		$ 108,795.49	**Total $ 462,591.61**
ARPA	**0018**		
		$ -	**Total $ -**
ROAD & BRIDGE FUND - 02	**0020**		
		$ -	
Payroll		$ 64,644.10	
Fringes		$ 18,224.20	**Total $ 82,868.30**
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**		
		$ -	
Payroll		$ 100.00	
Total Fringes		$ 37.80	**Total $ 137.80**
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ -	
Payroll		$ 141,262.01	
Total Fringes		$ 39,230.60	**Total $ 180,492.61**
CRMC - 13	**0016**		
		$ -	
9/22/2026 Certification Correction		*$ 14.40*	
Payroll		$ 98,384.09	
Total Fringes		$ 29,847.39	**Total $ 128,245.88**
OPC - 14	**0017**		
		$ -	
9/22/2026 Certification Correction		*$ (14.40)*	
Payroll		$ 70,105.92	
Total Fringes		$ 24,427.89	**Total $ 94,519.41**
HARTMAN WATER - 15			
		$ -	**Total $ -**
			GRAND TOTAL $ 948,855.61

Paula Gonzales, Finance Director

Packet: PYPKT00135 - October 2026 Payroll
Payroll Set: 01 - Payroll Set 01

Pay Period: 10/01/2026 - 10/31/2026

Males Paid:	79
Females Paid:	94
Unknown Paid:	0
Total Employees:	173

Total Direct Deposits:	536,010.51
Total Check Amounts:	0.00

EARNINGS

Pay Code	Units	Pay Amount
Adult Trans OT	29.73	1,001.68
CH Security OT	29.00	972.62
Elected Official	0.00	50,470.26
Extra Duty	0.00	100.00
Hourly Wage	20,618.56	444,966.43
Incentive	0.00	21,700.00
Jail Nursing-H	73.75	3,687.50
Jail TR Book Fee-OT	12.00	398.10
OT	353.02	11,994.08
Salary	0.00	194,359.94
Total:	21,116.06	729,650.61

TAXES

Code	Subject To	Employee	Employer
Federal W/H	675,582.17	42,744.13	0.00
MC	712,477.96	10,330.95	10,330.95
SS	712,477.96	44,173.59	44,173.59
State W/H	675,582.17	25,331.00	0.00
Unemployment	679,180.35	0.00	1,358.37
Total:		122,579.67	55,862.91

DEDUCTIONS

Code	Subject To	Employee	Employer
457 %	5,546.67	221.87	0.00
457 AMT	0.00	600.00	0.00
457 Roth %	11,140.94	413.18	0.00
457 Roth AMT	0.00	120.00	0.00
Accident	0.00	545.59	0.00
AFLAC AT	0.00	607.42	0.00
AFLAC PT	0.00	1,299.87	0.00
Child Support	0.00	4,061.72	0.00
Colonial AT	0.00	371.44	0.00
Colonial Pre Tax	0.00	547.05	0.00
Critical AT	0.00	254.35	0.00
Dental	0.00	5,221.20	0.00
FSA	0.00	475.00	0.00
Garn-Cardenas	0.00	747.65	0.00
Garn-Martinez	0.00	300.00	0.00
Health Insurance	0.00	7,389.28	126,778.72
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	24.84	0.00
MASA	0.00	635.00	0.00
Nationwide Retiremen	0.00	170.00	0.00
Retirement	718,078.80	35,903.92	35,903.92
Retirement Loan	0.00	8,305.90	0.00
Supp Life-Employee	0.00	646.74	0.00
Supp Life-Spouse	0.00	89.10	0.00
Vision	0.00	291.40	911.90
	Total: 71,060.43		164,700.46

RECAP 01 - Payroll Set 01

Earnings:	729,650.61	Benefits:	0.00	Deductions:	71,060.43	Taxes:	122,579.67	Net Pay:	536,010.51

Prowers County, CO

Check Register

Packet: APPKT00368 - 10.2026 Payroll AP

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						
AFL1	Aflac	10/29/2026	Regular	0.00	1,907.29	79675
CRA2	CCOERA	10/29/2026	Regular	0.00	1,355.05	79676
CRA1	CCOERA	10/29/2026	Regular	0.00	80,113.74	79677
CLN1	Colonial Life & Accident Ins Co.	10/29/2026	Regular	0.00	918.49	79678
CAI1	Continental American Insurance Con	10/29/2026	Regular	0.00	853.20	79679
CHP1	County Health Pool	10/29/2026	Regular	0.00	142,459.10	79680
FSR1	Family Support Registry	10/29/2026	Regular	0.00	4,061.72	79681
LEG1	LegalShield	10/29/2026	Regular	0.00	414.65	79682
MTS1	MASA - MEDICAL AIR TRANSPORTAT	10/29/2026	Regular	0.00	635.00	79683
VEN01157	MIDLAND CREDIT MANAGEMENT, IN	10/29/2026	Regular	0.00	747.65	79684
VEN00954	Mountain Peak Law Group, PC	10/29/2026	Regular	0.00	300.00	79685
NCA1	Nationwide Retirement Solutions	10/29/2026	Regular	0.00	170.00	79686
PRC1	Prowers County	10/29/2026	Regular	0.00	475.00	79687

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	13	0.00	234,410.89
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
	32	**13**	**0.00**	**234,410.89**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2026	234,410.89
			234,410.89

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: OCTOBER 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	10/29/26	102324-102365	105,407.97
FRINGE	10/29/26	69739-69754	98,673.59
OPERATING	10/29/26	69732-69738	674.59
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
ADMIN:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY	10/29/26	55240-55257	33,311.66
FRINGE	10/29/26	9462-9471	23,065.24
FORFEITURE	10/29/26	CRA	(2,117.53)

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 $259,015.52 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

October 29, 2026 **GRAND TOTAL $ 259,015.52**

10/26/26 Roger Stagner
DATE CHAIRMAN

10/26/26
DATE COMMISSIONER

10-26-26 Ron Cook
DATE COMMISSIONER

10/26/26
DATE DIRECTOR

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: OCTOBER 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	10/29/26	32234-32265	81,226.84
FRINGE	10/29/26	4554-4561	61,135.05
OPERATING	10/29/26	4552-4553	1,014.46
FORFEITURE	10/29/26	CRA	(2,013.45)

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 $141,362.90 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

October 29, 2026 **GRAND TOTAL** **$** **141,362.90**

10/26/26 Roger Stagner
DATE CHAIRMAN

10/26/26
DATE COMMISSIONER

10-26-26
DATE COMMISSIONER

10/26/26
DATE DIRECTOR

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: October 29, 2026

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY	102324-102365	105,407.97
FRINGE	69739-69754	98,673.59
OPERATING	69732-69738	674.59
WHC SALARY	55240-55257	33,311.66
WHC FRINGE	9462-9471	23,065.24
FORFEITURE	CRA	(2,117.53)
	TOTAL: $	259,015.52

Information Only
VOIDED CHECKS #'s:

Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: October 29, 2026

Prepared by: Mindy Maestas

HOTLINE COUNTY CONNECTION CENTER FUND

H3C SALARY	32234-32265	81,226.84
H3C FRINGE	4554-4561	61,135.05
H3C OPERATING	4552-4553	1,014.46
H3C FORFEITURE	CRA	(2,013.45)

TOTAL: $ 141,362.90

Information Only
VOIDED CHECKS #'s:

Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 202.1000				
AP.10.26.26	AFLAC	10/26/26		
AFLAC INS				$826.86
			INVOICE AP.10.26.26 TOTAL:	**$826.86**
AP.10.26.26	CONTINENTAL AMERICAN	10/26/26		
CAI				$277.10
			INVOICE AP.10.26.26 TOTAL:	**$277.10**
AP.10.26.26	CHP	10/26/26		
HEALTH INSURANCE				$31,353.00
LIFE INSURANCE				$242.28
SUPP LIFE INSURANCE				$448.35
DEP LIFE INSURANCE				$16.56
DENTAL INSURANCE				$1,359.60
VISION INSURANCE				$326.30
			INVOICE AP.10.26.26 TOTAL:	**$33,746.09**
AP.10.26.26	COLONIAL LIFE	10/26/26		
COLONIAL INS BCN E3400793				$278.03
			INVOICE AP.10.26.26 TOTAL:	**$278.03**
AP.10.26.26	COMMUNITY STATE BANK	10/26/26		
HSA				$1,040.00
			INVOICE AP.10.26.26 TOTAL:	**$1,040.00**
AP.10.26.26	TBK BANK	10/26/26		
HSA				$415.00
			INVOICE AP.10.26.26 TOTAL:	**$415.00**
AP.10.26.26	COLORADO DEPT OF REVENUE	10/26/26		
STATE TAX				$5,488.00
			INVOICE AP.10.26.26 TOTAL:	**$5,488.00**
AP.10.26.26	CRA	10/26/26		
RETIREMENT				$15,504.94
			INVOICE AP.10.26.26 TOTAL:	**$15,504.94**
AP.10.26.26	PROWERS COUNTY FSA	10/26/26		
FSA				$100.00
			INVOICE AP.10.26.26 TOTAL:	**$100.00**
AP.10.26.26	CRA	10/26/26		
CRA				$400.00
			INVOICE AP.10.26.26 TOTAL:	**$400.00**
AP.10.26.26	FRONTIER BANK	10/26/26		

FICA & MED				$32,750.10
			INVOICE AP.10.26.26 TOTAL:	**$32,750.10**
AP.10.26.26	LEGAL SERVICES, INC.	10/26/26		
LEGAL SERVICES				$53.80
			INVOICE AP.10.26.26 TOTAL:	**$53.80**
AP.10.26.26	N.A.C.O. Clearing Account	10/26/26		
INTERNAL PLAN ID 0025497-001				$20.00
			INVOICE AP.10.26.26 TOTAL:	**$20.00**
AP.10.26.26	CO FAMILY SUPPORT REGISTRY	10/26/26		
FSR 05729975 COLLINS				$65.00
			INVOICE AP.10.26.26 TOTAL:	**$65.00**
AP.10.26.2026	CRA	10/26/26		
LOAN REPAYMENT				$7,543.67
			INVOICE AP.10.26.2026 TOTAL:	**$7,543.67**
AP.10.29.26	MASA MTS	10/26/26		
MEDICAL TRANSPORTATION				$165.00
			INVOICE AP.10.29.26 TOTAL:	**$165.00**
			EXPENSE ACCOUNT 202.1000 TOTAL:	**$98,673.59**
EXPENSE ACCOUNT: 444.1210				
AD.10.21.26	NKC TIRE GROUP	10/21/26		
AUTO SUPPLIES				$69.05
			INVOICE AD.10.21.26 TOTAL:	**$69.05**
			EXPENSE ACCOUNT 444.1210 TOTAL:	**$69.05**
EXPENSE ACCOUNT: 444.1579				
EX.10.20.26	PATRICK GONZALES	10/20/26		
PER DIEM				$38.00
			INVOICE EX.10.20.26 TOTAL:	**$38.00**
			EXPENSE ACCOUNT 444.1579 TOTAL:	**$38.00**
EXPENSE ACCOUNT: 444.1800				
AD.10.20.26	ATMOS ENERGY	10/20/26		
UTILITIES				$29.98
UTILITIES				$7.50
			INVOICE AD.10.20.26 TOTAL:	**$37.48**
			EXPENSE ACCOUNT 444.1800 TOTAL:	**$37.48**
EXPENSE ACCOUNT: 444.4200				
AD.10.20.26	OFFICE DEPOT	10/20/26		
ADP SUPPLIES				$68.68
OFFICE SUPPLIES				$19.12
			INVOICE AD.10.20.26 TOTAL:	**$87.80**
			EXPENSE ACCOUNT 444.4200 TOTAL:	**$87.80**

EXPENSE ACCOUNT: 444.7000

AD.10.20.26	OFFICE DEPOT	10/20/26	
ADP SUPPLIES			$169.21
		INVOICE AD.10.20.26 TOTAL:	**$169.21**
		EXPENSE ACCOUNT 444.7000 TOTAL:	**$169.21**

EXPENSE ACCOUNT: 444.7010

EX.10.20.26	JACOB HARRIS	10/20/26	
PER DIEM			$86.00
		INVOICE EX.10.20.26 TOTAL:	**$86.00**
		EXPENSE ACCOUNT 444.7010 TOTAL:	**$86.00**

EXPENSE ACCOUNT: 444.8000

EX.10.20.26	SHAWNY COMER	10/20/26	
PER DIEM			$43.00
		INVOICE EX.10.20.26 TOTAL:	**$43.00**
AD.10.20.26	GERARDO SOTO	10/20/26	
PROCESS OF SERVICE			$75.00
		INVOICE AD.10.20.26 TOTAL:	**$75.00**
AD.10.21.26	NKC TIRE GROUP	10/21/26	
AUTO SUPPLIES			$69.05
		INVOICE AD.10.21.26 TOTAL:	**$69.05**
		EXPENSE ACCOUNT 444.8000 TOTAL:	**$187.05**
		REPORT TOTAL:	**$99,348.18**



Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 202.1000				
AP.10.22.26	AFLAC	10/22/26		
AFLAC INSURANCE				$389.11
			INVOICE AP.10.22.26 TOTAL:	**$389.11**
AP.10.22.26	CONTINENTAL AMERICAN	10/22/26		
CAI				$97.26
			INVOICE AP.10.22.26 TOTAL:	**$97.26**
AP.10.22.26	CHP	10/22/26		
HEALTH INSURANCE				$7,709.00
LIFE INSURANCE				$229.00
VISION INSURANCE				$47.20
DENTAL INSURANCE				$184.55
			INVOICE AP.10.22.26 TOTAL:	**$8,169.75**
AP.10.22.26	COLORADO DEPART OF REVENUE	10/22/26		
STATE TAX				$1,493.00
			INVOICE AP.10.22.26 TOTAL:	**$1,493.00**
AP.10.22.26	CRA	10/22/26		
RETIREMENT				$4,235.06
			INVOICE AP.10.22.26 TOTAL:	**$4,235.06**
AP.10.22.26	PROWERS COUNTY FSA	10/22/26		
FSA				$200.00
			INVOICE AP.10.22.26 TOTAL:	**$200.00**
AP.10.22.26	FRONTIER BANK	10/22/26		
FICA & MEDICARE				$8,130.16
			INVOICE AP.10.22.26 TOTAL:	**$8,130.16**
AP.10.22.26	NACO Clearing Account	10/22/26		
INTERNAL PLAN ID 0025497-001				$250.00
			INVOICE AP.10.22.26 TOTAL:	**$250.00**
AP.10.22.26	MASA MTS	10/22/26		
MEDICAL TRANSPORTATION				$67.00
			INVOICE AP.10.22.26 TOTAL:	**$67.00**
AP.10.22.26	LEGAL SERVICES, INC	10/22/26		
LEGAL SERVICES				$33.90
			INVOICE AP.10.22.26 TOTAL:	**$33.90**
			EXPENSE ACCOUNT 202.1000 TOTAL:	**$23,065.24**
			REPORT TOTAL:	**$23,065.24**

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 22100				
AP.10.22.26	AFLAC	10/22/26		
AFLAC				$128.61
			INVOICE AP.10.22.26 TOTAL:	**$128.61**
AP.10.22.26	CHP	10/22/26		
HEALTH INSURANCE				$655.00
SUPPLEMENTAL LIFE				$40.90
DEPENDENT LIFE				$4.60
DENTAL INSURANCE				$575.45
VISION INSURANCE				$37.60
			INVOICE AP.10.22.26 TOTAL:	**$1,313.55**
AP.10.22.26	CRA	10/22/26		
CRA				$5,431.34
			INVOICE AP.10.22.26 TOTAL:	**$5,431.34**
AP.10.22.2026	CRA	10/22/26		
LOAN REPAYMENT				$1,214.06
			INVOICE AP.10.22.2026 TOTAL:	**$1,214.06**
AP.10.22.26	MASA MTS	10/22/26		
MEDICAL TRANSPORTATION				$42.00
			INVOICE AP.10.22.26 TOTAL:	**$42.00**
AP.10.22.26	LEACHMAN LAW, P.C.	10/22/26		
CASE # 18C36398				$601.98
			INVOICE AP.10.22.26 TOTAL:	**$601.98**
			EXPENSE ACCOUNT 22100 TOTAL:	**$8,731.54**
EXPENSE ACCOUNT: 22110				
AP.10.22.26	FRONTIER BANK	10/22/26		
FICA				$16,411.30
			INVOICE AP.10.22.26 TOTAL:	**$16,411.30**
			EXPENSE ACCOUNT 22110 TOTAL:	**$16,411.30**
EXPENSE ACCOUNT: 22115				
AP.10.22.26	FRONTIER BANK	10/22/26		
FEDERAL TAX				$6,641.89
			INVOICE AP.10.22.26 TOTAL:	**$6,641.89**
			EXPENSE ACCOUNT 22115 TOTAL:	**$6,641.89**
EXPENSE ACCOUNT: 22120				

AP.10.22.26 STATE TAX	COLO DEPT OF REVENUE	10/22/26		$3,821.00
			INVOICE AP.10.22.26 TOTAL:	**$3,821.00**
			EXPENSE ACCOUNT 22120 TOTAL:	**$3,821.00**
EXPENSE ACCOUNT: 41540				
AP.10.22.26 VISION INSURANCE PREMIUM	CHP	10/22/26		$135.70
			INVOICE AP.10.22.26 TOTAL:	**$135.70**
			EXPENSE ACCOUNT 41540 TOTAL:	**$135.70**
EXPENSE ACCOUNT: 41550				
AP.10.22.26 HEALTH INSURANCE PREMIUM	CHP	10/22/26		$19,756.00
			INVOICE AP.10.22.26 TOTAL:	**$19,756.00**
			EXPENSE ACCOUNT 41550 TOTAL:	**$19,756.00**
EXPENSE ACCOUNT: 41560				
AP.10.22.26 CRA	CRA	10/22/26		$5,431.34
			INVOICE AP.10.22.26 TOTAL:	**$5,431.34**
			EXPENSE ACCOUNT 41560 TOTAL:	**$5,431.34**
EXPENSE ACCOUNT: 41570				
AP.10.22.26 LIFE INSURANCE PREMIUM	CHP	10/22/26		$206.28
			INVOICE AP.10.22.26 TOTAL:	**$206.28**
			EXPENSE ACCOUNT 41570 TOTAL:	**$206.28**
EXPENSE ACCOUNT: 42010				
AD.10.20.26 Telephone	VERIZON	10/20/26		$947.46
			INVOICE AD.10.20.26 TOTAL:	**$947.46**
			EXPENSE ACCOUNT 42010 TOTAL:	**$947.46**
EXPENSE ACCOUNT: 42540				
AD.10.20.26 MAINTENANCE	DELOACH'S WATER	10/20/26		$67.00
			INVOICE AD.10.20.26 TOTAL:	**$67.00**
			EXPENSE ACCOUNT 42540 TOTAL:	**$67.00**
			REPORT TOTAL:	**$62,149.51**