



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, July 1, 2025 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the June 17, 2025 meeting.

The Board will sign titles for the trade-in of two Buildings and Grounds Department trucks:

- 2005 Chev Truck VIN 1GBHK24U45E108982
- 2003 Ford Ranger VIN 1FTYR14V43PB29391

Unfinished Business

The Board will award the proposal for the Full-Depth Asphalt Reclamation project on County Road 79.

The Board will award the proposal for the purchase of a new Motorgrader for the Road and Bridge Department.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Knights Home of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on July 29 through August 3, 2025.

Consideration of the approval of a modified Intergovernmental Agreement between Logan County and Phillips County for Logan County's shared use of the services of the Phillips County's Veteran's Service Officer.

Consideration of the approval of an amendment to the Logan County Purchasing Policy and Procedures for the purchase of capital assets, equipment and supplies by all departments of Logan County Government.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Buffalo School District RE-4J for administration of their respective duties concerning the conduct of the General Election to be held November 4, 2025.

Consideration of the approval of a Billing Services Agreement between EMS Management & Consultants, Inc. (EMC|MC) and the Logan County Ambulance Service to provide medical billing, collection and related services.

Consideration of the approval of an amendment to the contract for Healthcare Personnel and Administration between the Logan County Sheriff's Office and Turn Key Health Clinics, LLC dba TK Health for provision of medical and mental health services to inmates of the Logan County Detention Center effective July 1, 2025.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed on Friday, July 4, 2025 in observance of Independence Day.

The next regular meeting will be scheduled for Tuesday, July 15, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

June 17, 2025

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Mike Brownell	Chairman
James T. Yahn	Commissioner
Jim Santomaso	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Logan County Public Information Coordinator
Debbie Unrein	Logan County Finance
Mike Burri	Logan County Road and Bridge
Rick Cullip	Logan County Buildings and Grounds
Rob Quint	Planning and Zoning
Caitlin Bassegio	Logan County Chamber
J. R. Harsh	Wagner Equipment
Jeff Harms	Simon
J T Tyndell	4 Rivers Equipment
Carlos Koons	4 Rivers Equipment
Fred Zerbus	4 Rivers Equipment

Chairman Brownell called the meeting to order at 9:40 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions to the agenda. Hearing no revisions, Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of June 10, 2025, meeting.
- Acknowledge receipt of the Sheriff's Fee report for the month of May 2025.
- Acknowledge receipt of the Clerk and Recorder's report for the month of May 2025.

Commissioner Yahn moved to approve the consent agenda. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell continued with Unfinished Business:

Commissioner Yahn moved to approve the contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing concrete/steel bridge structure on CR 41, between CR 34 and CR 36, Logan County Colorado. The scope of work will consist of removal of existing asphalt and the existing concrete/steel bridge structure and the installation of a pre-engineered concrete precast box culvert with wing walls installed on both ends. The inside dimensions of the box culvert shall be 10 feet by 5 feet and the length shall be 40 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve the contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing culvert bridge structure on CR 43.5, 2,643 feet north of CR 36, Logan County Colorado. The scope of work will consist of removal of existing asphalt and the existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 8 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve the contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing corrugated culvert bridge structure on Vansway Drive at Springdale Canal, Logan County Colorado. The scope of work will consist of removal of existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and concrete wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 6 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

The Board opened proposals for a Full Depth Asphalt Reclamation project on County Road 79.

- Martin Marietta in the amount of \$1,437,004.80
- All Pro Pavement in the amount of \$1,245,404.16
- Holcim WCR Inc in the amount of \$1,655,808.00
- McAtee Construction dba Simon in the amount of \$1,448,832.00
- Western Civil Contractors in the amount of \$2,789,445.12

Chairman Brownell accepted the bids and referred them to Mike Burri of Road and Bridge for review and recommendation back to the board.

The Board opened proposals for the purchase of a new Motorgrader for the Road and Bridge Department.

- Wagner Equipment in the amount of \$344,093.03
- 4 Rivers Equipment in the amount of \$375,840.65

Chairman Brownell accepted the bids and referred them to Mike Burri of Road and Bridge for review and recommendation back to the board.

Chairman Brownell opened a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square on June 27, July 5, July 11, July 18 and July 25, 2025.

- Caitlin Bassegio from Logan County Chamber explained the event which is July Jamz.

Hearing no further comments Chairman Brownell closed the public hearing.

Commissioner Santomaso moved to approve the application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square on June 27, July 5, July 11, July 18 and July 25, 2025. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an Intergovernmental Agreement between Logan County and Phillips County for Logan County's shared use of the services of the Phillips County's Veteran's Service Officer. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Santomaso moved to approve Resolution 2025-10 and an application for Subdivision Exemption on behalf of Merino Platte River Ranch LLC to create a 19.35-acre parcel from a 210.0-acre parcel in an Agricultural (A) zone district in the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 North, Range 54 West of the 6th P.M., Logan County, Colorado. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve Resolution 2025-11 and an application for Subdivision Exemption on behalf of Robert W. Heist and Kathy E. Cooksey to create a 5.0-acre parcel from a 419.0-acre parcel in an Agricultural (A) zone district in the Southwest Quarter of Section 9, Township 6 North, Range 51 West, of the 6th P.M., in Logan County, Colorado. Commissioner Santomaso seconded, and the motion carried 3-0

Commissioner Yahn moved to accept a proposal and statement of work between Logan County and CivicPlus for Social Media Archiving Account Activation and Setup in the amount of \$7,188.00. Commissioner Santomaso seconded, and the motion carried 3-0.

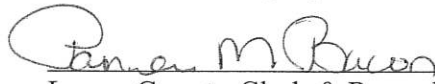
Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, July 1, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 10:05 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: July 1, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

Logan County Road and Bridge Department
2025 Motor Grader Specifications
John Deere 670 GP, Cat 140 Tandem Drive or equivalent

		MEETS SPECS	
ENGINE		YES	NO
VHP Range - Net	179 - 230 HP	Yes	
Base Power(1st Gear) - Net	179 HP	Yes	
Engine Size	9.0 litre	Yes	
Bore	4.5 in	Yes	
Stroke	5.9 in	Yes	
Speed at Rated Power	2,000 rpm	Yes	
Emissions	U.S. EPA Tier 4 Final/EU Stage V	Yes	
High Ambient - Fan Speed	1,400 rpm	Yes	
Standard Capability	109.0 °F	Yes	
Torque Rise	38%	Yes	
Displacement	567.5 in ³	Yes	
Number of Cylinders	6	Yes	
High Ambient - Fan Speed - Maximum	1,550 rpm	Yes	
High Ambient - Fan Speed - Minimum	500 rpm	Yes	
High - Ambient Capability	122.0 °F	Yes	
POWER TRAIN			
Forward/Reverse Gears	8 Forward/6 Reverse	Yes	
Transmission	APECS, Direct Drive, Powershift	Yes	
Brakes - Service	Multiple Oil Disc	Yes	
Brakes - Service - Surface Area	3565.0 in ²	Yes	
Brakes - Parking	Multiple Oil Disc	Yes	
Brakes - Secondary	Dual Circuit	Yes	
HYDRAULIC SYSTEM			
Circuit Type	Parallel	Yes	
Pump Type	Variable Piston	Yes	
Pump Output	55.7 gal/min	Yes	
Maximum System Pressure	3500.0 psi	Yes	
Reservoir Tank Capacity	16.9 gal (US)	Yes	
Standby Pressure	885.0 psi	Yes	
OPERATING SPECIFICATIONS			
Top Speed - Forward	29.0 mph	Yes	
Top Speed - Reverse	23.0 mph	Yes	
Turning Radius - Outside Front Tires	25.59 ft	Yes	
Steering Range - Left/Right	50°	Yes	
Articulation Angle - Left/Right	20°	Yes	

		MEETS SPECS	
		YES	NO
SERVICE REFILL			
Fuel Capacity	104.0 gal (US)	Yes	
FRAME			
Drawbar - Width	3.0 in	Yes	
Circle - Diameter	60.2 in	Yes	
Circle - Blade Beam Thickness	1.6 in	Yes	
Drawbar - Height	6.0 in	Yes	
Front Frame Structure - Width	12.0 in	Yes	
Front Frame Structure - Height	12.6 in	Yes	
Circle - Height	5.4 in	Yes	
Drawbar - Thickness	0.5 in	Yes	
Front-Top/Bottom Plate - Width	12.0 in	Yes	
Front-Top/Bottom Plate - Thickness	0.87 in	Yes	
Front Axle - Height to Center	23.5 in	Yes	
Front Axle - Wheel Lean - Left/Right	18°	Yes	
Front Axle - Total Oscillation per Side	32°	Yes	
MOLDBOARD - STANDARD			
Blade Width	14 ft w/2 ft extension - 16 ft total	Yes	
Moldboard - Height	24.0 in	Yes	
Moldboard - Thickness	0.87 in	Yes	
Arc Radius	16.3 in	Yes	
Throat Clearance	6.5 in	Yes	
Cutting Edge Width	6.0 in	Yes	
Cutting Edge Thickness	0.6 in	Yes	
End Bit - Width	6.0 in	Yes	
End Bit - Thickness	0.6 in	Yes	
Blade Pull - Base GVW	25269.0 lb	Yes	
Blade Pull - Maximum GVW	34262.0 lb	Yes	
Blade Down Pressure - Base GVW	16038.0 lb	Yes	
Blade Down Pressure - Maximum GVW	29308.0 lb	Yes	
Moldboard - Blade Width	14 ft w/2 ft extension - 16 ft total	Yes	
RIPPER/SCARIFIER			
Ripper Shank Holders	5	Yes	
Scarifier Holders	9	Yes	
FRONT LIFT GROUP			
Front Mounting	Balderson Type	Yes	

		MEETS SPECS	
		YES	NO
WEIGHTS			
Gross Vehicle Weight - Base - Total	38000.0 lb	Yes	
Operating Weight - Typically Equipped- Total	42600.0 lb	Yes	
STANDARDS			
Steering	ISO 500	Yes	
ROPS/ROPS	ISO 3471/ISO 3499	Yes	
Brakes	ISO 3450	Yes	
Sound	ISO 6394; ISO 6395	Yes	
ELECTRICAL			
Alarm, back up		Yes	
Alternator, 150 ampere, sealed		Yes	
Batteries, maintenance free, heavy duty, 125 CCA		Yes	
Breaker panel, ground accessible		Yes	
Cab Harness and electrical hydraulic valves		Yes	
Electrical system, 24V		Yes	
Grade Control Ready -			
Cab harness, software, electrical hydraulic valves, bosses & brackets		Yes	
Product Link		Yes	
Starter, electric		Yes	
OPERATOR ENVIRONMENT			
Accelerator		Yes	
Air conditioning with heater		Yes	
Arm and wrist rest	electronically adjustable	Yes	
Articulation	Automatic Return-to-Center	Yes	
Operator information system		Yes	
Centershift pin indicator		Yes	
Coat Hook		Yes	
Cup Holder		Yes	
Display, digital speed and gear		Yes	
Doors, left and right side with wiper		Yes	
Gauge, machine level		Yes	
Gauge cluster (analog)	fuel, articulation, engine coolant temp, engine RPM, hydraulic oil temp, regen, DEF	Yes	
Hour meter, digital		Yes	
Joystick hydraulic controls right/left blade lift with float position, circle drive, blade sideshift and tip, centershift, front wheel lean, articulation & power steering		Yes	

	MEETS SPECS	
	YES	NO
OPERATOR ENVIRONMENT		
Ladders, cab, left and right side	Yes	
Lights, night time cab	Yes	
Mirror, inside rearview, wide angle	Yes	
Power port, 12V	Yes	
Radio Ready, Entertainment	Yes	
ROPS cab, sound suppressed 70 dB(A)	Yes	
Seat, cloth-covered, comfort suspension	Yes	
Seat belt, retractable 76 mm (3 in)	Yes	
Storage area for cooler/lunchbox	Yes	
Throttle control, electronic	Yes	
Windows, laminated glass - fixed front with intermittent wiper - door with intermittent wipers (3)	Yes	
Windows; tempered - left and right side wipers - rear and intermittent wiper	Yes	
Rear Vision Camera	Yes	
FLUIDS		
Antifreeze	Yes	
Extended life coolant to -30° F (-35° C)	Yes	
TIRES, RIMS AND WHEELS		
Partial allowance for tires on 254 x 607 mm (10 x 24 in) multi-piece rims is included in the base machine price and weight.	Yes	
WORKING LIGHTS		
Working, plus, halogen	Yes	
LED Warning Strobe	Yes	
High Halogen Front Headlights	Yes	
Outside Heated 24V Mirrors	Yes	
WARRANTY & COVERAGE		
Standard Warranty - 12 Mo. Unlimited Hrs, Parts & labor (Travel time inc. for first 6 Mo.)	Yes	
Extended Coverage - 84 Month or 10,000 hours Premium Warranty coverage	Yes	

BASE PROPOSAL PRICE AS PER SPECIFICATIONS \$ 344,093.03

TRADE IN ALLOWANCE (IF ANY) \$ 0

TOTAL PRICE \$ 344,093.03

Company Name: (please print or type) Wagner Equipment Company

Sales Representative: J. R. Harsh

Mailing Address: 7260 Crossroads Blvd.

City/State/Zip: Windsor, CO, 80550

Phone: 970-215-9924

E-mail: harsh_jr@wagnerequipment.com

Holcim - WCR, Inc.
 1687 Cole Blvd., #100
 Golden, CO 80401
 Ph# 303-985-1070
 wcrestimating@holcim.com



To:	Logan County	Contact:	
Address:	Logan Cnty, CO	Phone:	
		Fax:	
Project Name:	Logan County 2025 Asphalt FDR & Pave	Bid Number:	TA0025069
Project Location:	Logan County, Sterling, CO	Bid Date:	6/16/2025

Included in Scope

Traffic Control and Signs as needed for safe work area
 Full Depth Reclamation to 8" Depth
 Moisture Condition, Place and Re-compact Reclamation
 Soils analysis and compaction testing for the subgrade reclamation as placed and compacted for densities
 Grading and prep for asphalt paving
 Survey of existing road prior to work and survey for new subgrade and asphalt paving
 Placement, testing and compaction of asphalt paving
 Temp stripe with reflector tape prior to final striping
 Final striping to match prior road before the work being done

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	8" Thick Full Depth Reclamation	59,136.00	SY	\$4.25	\$251,328.00
	3" Thick Placement Of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY	\$23.75	\$1,404,480.00

Total Bid Price: \$1,655,808.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Holcim - WCR, Inc.

Authorized Signature: _____

Estimator: Timothy Alley
 720-365-5853 timothy.alley@holcim.com

SPECIFICATIONS

PROJECT: FULL DEPTH RECLAMATION

SCOPE OF WORK:

Logan County will do Full Depth Reclamation on County Road 79 from the City limits of Fleming south to CR 26 at 4.3 miles total length, by 24' wide.

Description	Quantity	Unit	Unit Price	Total
8" Thick Full Depth Reclamation	59,136.00	SY	\$ 4.25	\$ 251,328.00
3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY	\$ 23.75	\$ 1,404,480.00

Total Project \$1,655,808.00

Company Name: Holcim WCR, Inc.

By: Tim Alley

Mailing Address: 1687 Cole Blvd., Suite #100

City/State/Zip: Golden, Colorado 80401

Phone: 720-365-5853

E-mail: timothy.alley@holcim.com

SPECIFICATIONS


PROJECT: FULL DEPTH RECLAMATION

SCOPE OF WORK:

Logan County will do Full Depth Reclamation on County Road 79 from the City limits of Fleming south to CR 26 at 4.3 miles total length.

Description	Quantity	Unit	Unit Price	Total
8" Thick Full Depth Reclamation	59,136.00	SY	\$3.30	\$195,148.80
3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY	\$21.00	\$1,241,856.00
				\$1,437,004.80

Company Name: Martin Marietta Materials, Inc.

By: Kenneth Carter / 

Mailing Address: 1800 North Taft Hill Road

City/State/Zip: Ft. Collins, CO 80521

Phone: 970-407-3600

E-mail: ken.carter@martinmarietta.com

SPECIFICATIONS

PROJECT: FULL DEPTH RECLAMATION

SCOPE OF WORK:

Logan County will do Full Depth Reclamation on County Road 79 from the City limits of Fleming south to CR 26 at 4.3 miles total length, by 24' wide.

Description	Quantity	Unit	Unit Price	Total
8" Thick Full Depth Reclamation	59,136.00	SY	\$1.29	\$76,285.44
3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY	\$19.77	\$1,169,118.72
	TOTAL			\$1,245,404.16

Company Name: ALL PRO PAVEMENT _____

By: __Jared Waterhouse - President_____

Mailing Address: PO Box 79001 Loveland CO 80537 _____

City/State/Zip: _____

Phone: __970-232-9242_____

E-mail: jared@allpropavement.com brad@allpropavement.com _____



13850 US Highway 350
Trinidad, CO 81082
(719) 846-2995
(719) 846-8748

<http://www.westerncivilcontractors.com>

June 13, 2025

Logan County Full Depth Reclamation

Item #	Description	Unit	Quantity	Unit Price	Total
1	8" Thick Full Depth Reclamation	SY	59136	6.89	407,447.04
2	3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	SY	59136	40.28	2,381,998.08
				Total	\$ 2,789,445.12

SPECIFICATIONS

PROJECT: FULL DEPTH RECLAMATION

SCOPE OF WORK:

Logan County will do Full Depth Reclamation on County Road 79 from the City limits of Fleming south to CR 26 at 4.3 miles total length, by 24' wide.

Description	Quantity	Unit	Unit Price	Total
8" Thick Full Depth Reclamation	59,136.00	SY	\$3.50	\$206,976.00
3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY	\$21.00	\$1,241,856.00
				\$1,448,832.00

Company Name: McAtee Construction Co. DBA Simon

By: Jeffery Harms Digitally signed by Jeffery Harms
DN: cn=JHarms, o=Simon, cn=Jeffery Harms
Date: 2023.06.15 13:40:14 -0500

Mailing Address: 220 Edward Ave. PO Box 1908

City/State/Zip: Sterling, CO 80751

Phone: 970-522-3647

E-mail: Jharms@simonteam.com

Bid/Proposal Title: Full Depth Reclamation
Date Due: June 16, 2025 5 p.m.
Date to be Opened: June 17, 2025

Received From:	Date Received:	Received By:
1. Martin Marietta	6/16/25	jc
2. Western Civil Contractors	6/16/25	jc
3. McAtee	6/16/25	jc
4. All Pro Pavement	6/16/25	jc
5. Holcim US	6/16/25	jc
6.		
7.		
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19.		
20.		

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

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.)**

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

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

KNIGHTS HOME OF STERLING, CO 80751

98-02773

Mailing Address of Organization or Political Candidate

421 S. 11TH AVE.

City

State ZIP Code

STERLING

CO

80751

Address of Place to Have Special Event

LOGAN COUNTY FAIRGROUNDS 1120 PAWNEE AVE.

City

State ZIP Code

STERLING

CO

80751

Authorized Representative of Qualifying Organization or Political Candidate

TIM ANDERSON

Date of Birth (MM/DD/YY)

Phone Number

303-358-2879

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

22200 COUNTY ROAD 54

City

State ZIP Code

ILIFF

CO

80736

Event Manager

ROBERT SCHELL

Date of Birth (MM/DD/YY)

01/17/1955

Phone Number

970-520-2404

Event Manager Home Address

311 CORTEZ ST.

City

STERLING

State ZIP Code

CO

80751

Email Address of Event Manager

baschell@bresnan.net

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

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 JULY 29, 2025	Date
From: 4:00 PM	To: 12:00 AM
From: 4:00 PM	To:
Date JULY 30, 2025	Date
From: 4:00 PM	To: 12:AM
From: 4:00 PM	To:
Date JULY 31, 2025	Date
From: 4:00 PM	To: 12:00 AM
From: 4:00 PM	To:
Date AUGUST 1, 2025	Date
From: 4:00 PM	To: 12:00AM
From: 4:00 PM	To:
Date AUGUST 2, 2025	Date
From: 4:00 PM	To: 12:00 AM
From: 4:00 PM	To:
Date AUGUST 3, 2025	Date
From: 4:00 PM	To: 12:AM
From: 4:00 PM	To:
Date 	Date
From: 	To:
From: 	To:
Date 	Date
From: 	To:
From: 	To:

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

GRAND KNIGHT

Signature

Date (MM/DD/YY)

Robert Schell

06/03/2025

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)

LOGAN COUNTY

☐ City ☒ County

Telephone Number of City/County Clerk

970-522-0888

Title

Signature

Date (MM/DD/YY)

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

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.00

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made this ____ day of _____, 2025, between the Board of County Commissioners of Logan County, Colorado and the Board of County Commissioners of Phillips County, Colorado. Logan County and Phillips County may collectively be referred to as "Parties" or "Counties".

RECITALS

WHEREAS, the parties to this Agreement have the authority, pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes ("C.R.S"), to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, C.R.S. §28-5-801 establishes that the board of county commissioners ("BOCC") of each county shall establish a county veterans service office and appoint a county veterans service officer for such county; and

WHEREAS, C.R.S. §28-5-801 establishes that the BOCC of adjacent counties may act jointly in establishing a veterans service office; and

WHEREAS, the Colorado Division of Veterans Affairs is mandating all Colorado veterans service officers must work one thousand (1000) hours per year in order to maintain their accreditation to the the Veterans Affairs Office of General Counsel, access to various programs allowing the submittal of claims for veterans, and state funding; and

WHEREAS, Logan County employs a qualified and experienced, part-time, Veterans Service Officer who assists veterans and/or their dependents and survivors to obtain benefits from the Federal, State and local agencies administering programs for veterans; and

WHEREAS, Phillips County also desires to use the services of said Veterans Services Officer and share in the expenses or costs associated therewith; and

WHEREAS, the parties desire to enter into an intergovernmental agreement to set forth each party's duties and responsibilities as concerns the services of the Veterans Service Officer.

NOW, THEREFORE, for and in consideration for the mutual covenants, stipulations, conditions and agreements herein contained, the parties hereto agree and stipulate as follows:

1. Logan County is the employer of record; Logan County shall set the hourly compensation for the Veterans Service Officer and the Veterans Service Officer will be entitled to all applicable benefits set forth in the Logan County Personnel Policy. The initial hourly compensation will be \$20.67 per hour.

The hourly compensation plus the cost of Logan County employee benefits equals \$27.34 per hour for straight time hours worked and \$33.44 per hour for any overtime hours worked exceeding 40 hours in any workweek. The hourly pay plus the cost of employee benefits constitutes the cost of employing the Veterans Services Officer, which the counties will share in proportion to the manner in which the population of each county bears to the population of the counties combined. The counties have determined that the current population indicates a cost share ratio of 82% by Logan County and 18% by Phillips County.

2. The Veterans Service Officer will receive bi-weekly compensation solely from Logan County, based on the total number of hours worked performing services for both Logan County and Phillips County.
3. The Veterans Service Officer will keep records of hours worked on behalf of each county and submit such records to each county and to the Colorado Division of Veterans Affairs on a monthly basis. Compensation for all hours combined will be paid to the Veterans Services Officer through Logan County payroll, and Logan County will invoice Phillips County on a quarterly basis for 18% of the compensation paid.
4. Each county will provide, at its own cost, office space, operating supplies, computer equipment and telephone/internet service for use by the Veterans Services Officer while working in each of the respective counties. The Veterans Service Officer will not receive mileage reimbursement for travel from home to the offices to be maintained in each county. The Veterans Services Officer will receive mileage reimbursement for necessary business travel in performing veterans services in each county and for travel for business meetings, conferences, education and training. All mileage reimbursement will be paid to the Veterans Service Officer by Logan County at the statutory rate. Logan County will invoice Phillips County for 18% of the mileage reimbursement paid, on a quarterly basis.
5. Logan County will pay the costs of the Veterans Services Officer's membership dues and mileage, meals, and hotel costs for attending out-of-town training and education conferences. Logan County will invoice Phillips County for 18% of these costs on a quarterly basis.
6. Phillips County will reimburse Logan County within sixty (60) days of receipt of any invoice.

7. Logan County will provide workers compensation insurance for the Veterans Service Officer.
8. Logan County will include the Veterans Service Officer position in Logan County's annual payroll audit to County Technical Service's Inc.
9. The Veterans Service Officer will perform services as necessary to accommodate all of the needs of each county, working an expected average of 36 to 38 hours, weekly. The Veterans Services Officer will maintain office hours in Phillips County every Wednesday and on additional days as needed to accommodate Phillips County veterans. The Veterans Services Officer will maintain office hours in Logan County on all other business days, as necessary to meet the needs of Logan County veterans.
10. Term of Agreement: This Agreement shall remain in full force and effect until terminated or modified.
11. Modifications: The terms of this Agreement may be modified or changed at any time by further written agreement of the parties. The parties will meet at least once throughout each year's budget process in order to discuss the Veterans Service Office budget, the continued terms of this IGA and any proposed changes, as well as the performance of the Veterans Service Officer.
12. Assignment: Neither party may assign its rights or delegate its duties hereunder.
13. Termination: This Agreement may be terminated at any time, with or without cause, by providing 60-days advance written notice to the other party.
14. Governing Law: This IGA and its application shall be construed in accordance with the Laws of the State of Colorado.

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WITNESS our hands and seal in duplicate effective the day and year first above written.

LOGAN COUNTY, COLORADO

by _____

Mike Brownell, Chairman

Board of County Commissioners

ATTEST:

Pamela M. Bacon

Clerk to the Board

(SEAL)

PHILLIPS COUNTY, COLORADO

by _____

Tom Timm, Chairman

Board of County Commissioners

ATTEST

Beth Zilla

Clerk to the Board

(SEAL)

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the LOGAN COUNTY AMBULANCE SERVICE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".



LOGAN COUNTY PURCHASING POLICY AND PROCEDURES

BOARD OF LOGAN COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

Mike Brownell, Chairman

Jim Santomaso, Commissioner

Jim Yahn, Commissioner

Adopted July 3, 2012, Revised June 21, 2016, Amended September 4, 2018

Amended March 5, 2019, Amended August 18, 2021

Revised July 1, 2025

Effective Period: Until Superseded

Review Schedule: Annual

Table of Contents

FORWARD AND STATEMENT OF POLICY	3
Responsibilities	4
Exceptions	4
Definitions	5

PROCEDURES FOR QUOTATIONS AND BIDS –

<i>I. PURCHASES BETWEEN \$1,000 - \$9,999.99</i>	<i>6</i>
<i>II. PURCHASES BETWEEN \$10,000 - \$49,999.99.....</i>	<i>6</i>
<i>III. PURCHASES \$50,000 AND GREATER - FORMAL BIDS.....</i>	<i>7</i>
<i>IV. REQUEST FOR PROPOSAL.....</i>	<i>8</i>
<i>V. BID REVIEW AND ACTION</i>	<i>8</i>
<i>VI. FINAL AWARD</i>	<i>9</i>
<i>VII. REJECTION OF ALL BIDS</i>	<i>9</i>
<i>VIII. CONTRACTS.....</i>	<i>9</i>
<i>IX. CONFLICTS OF INTEREST.....</i>	<i>9</i>
<i>X. EMERGENCY PURCHASES.....</i>	<i>9</i>
<i>XI. SOLE SOURCE PURCHASES.....</i>	<i>10</i>

STATEMENT OF POLICY AND PURCHASING ETHICS

Logan County presents this Purchasing Policy to assist each County employee or officer who directly buys goods and services.

The County Finance Department will assist with procedural questions and processing of paperwork, but the individual department is responsible for following County policies in purchase decisions.

The purpose of the Logan County Purchasing Policies and Procedures is to provide a framework for efficient and cost-effective purchasing for all county operations. The contents of these policies and procedures do not create any property or contractual rights between the county and any supplier of goods and services.

Except when specifically authorized by statute or regulation to act otherwise, this policy shall apply to all Elected Officials, Department Heads, employees, contractors, and agents for Logan County. The ultimate authority to purchase items or contract for services lies with the Board of County Commissioners and may only be delegated or authorized pursuant to the provisions of this policy.

The purchasing policy's primary purpose is to communicate policies and give guidance to personnel with delegated purchasing authority. This policy has been designed to:

- Comply with Colorado Revised Statutes, as amended.
- Encourage maximum competition on a basis of fair and equal opportunity to qualified and interested bidders.
- Provide a uniform procedure for the procurement of material, equipment, supplies, and services
- Ensure that the county is getting the best overall value for tax dollars. Some of the factors considered when determining the "best overall value" are:
 - Price
 - Warranty
 - Service
 - Availability
 - Past Performance
 - References

Logan County's goal is to procure materials, supplies, equipment, and services at the lowest possible cost and consistent with the quality required. All authorized employees purchasing on behalf of the County are expected to use public monies wisely; therefore, any employee making any purchase must buy in an honest and prudent manner that results in getting the best product or service for the fewest tax dollars.

It is also suggested to delay large purchases until February or later in the New Year to allow for receipt of property tax revenue.

The purchaser's timely completion of all the proper documents results in overall efficiency of county purchasing as a whole and ensures complete communication. It can also help the County take advantage of payment/price discounts.

Throughout this policy, responsibilities are defined. You can generally answer questions by referring to this policy. Requests for exceptions are to be reviewed by the Finance Department prior to final approval by the Board of County Commissioners.

RESPONSIBILITIES:

- The initiating department has the responsibility for the procurement of goods and services or to give functional directions to others delegated the authority to procure such goods and services.
- The initiating department is responsible for initiating and maintaining effective and professional relationships with suppliers, actual and potential.
- The initiating department will conduct all correspondence with suppliers involving prices or quotations. In cases where technical details are necessary, the initiating department may correspond with suppliers regarding technical issues. In such cases, copies of all such correspondence should be attached to the purchase order requisition.
- ***Some items may require additional review and approval prior to purchase.***
Examples of these items, although not all inclusive, are:
 - Computer Equipment and Software
 - Vehicle Purchases
 - Communication Equipment (pagers, cell phones, usage plans, etc.).
 - Maintenance contracts
- Personnel involved in purchasing activities will recognize and practice good public relations by giving all callers and visitors courteous treatment and will strive to maintain and enhance the County's image by their personal conduct and methods of doing business.
- Purchasing personnel are to obtain and purchase goods at the lowest possible total end-use cost, considering the guidelines of prices, service, quality, and delivery. The initiating department is to assume full authority to question the quality and kind of material sought in order that the best interests of the County may be served.
- Initiating departments shall work with the Finance Office to ensure budgetary compliance. A purchase may not be made without prior appropriation.

EXCEPTIONS:

The provisions of this policy are mandatory on all Logan County purchases and contracts unless Colorado Statutes or regulations require a different procedure.

In addition, exceptions are allowed for purchases or services necessary due to **General Maintenance or Repairs of the following items -**

- **Buildings**
- **Equipment**
- **Vehicles**
- **Bulk fuel** - due to volatility of fuel pricing, bulk fuel purchases of any amount require three price quotes to be attached to voucher for payment. No purchase requisition will be required; however, three price quotes are mandatory and no exception will be granted for this requirement.

A minimum of three (3) quotes is encouraged with documentation attached to the voucher when submitting for payment. If three (3) quotes are not available, detailed justification is required. If any pertinent information is missing it will be returned to the department for completion.

Any purchase or contract which does not follow the provisions of this policy may become the personal responsibility of the individual who authorized the purchase or signed the contract. Failure to follow the provisions of this policy may be grounds for disciplinary action or modification of budgets.

DEFINITIONS:

Bid - The response to an Invitation for Bids.

Bidder -Any person or vendor who submits a bid.

Capital Assets - Non-consumable items, such as vehicles, operating equipment, furniture, copiers, computers, etc. valued at \$5,000 or greater.

CFR - Code of Federal Regulations.

Competitive Bid - A procedure inviting available vendors to compete with each other to provide goods or services to the County.

Declared Emergency -A declaration made by the Board of County Commissioners or Colorado Department of Local Affairs in which some normal functions of the County are affected. Such declarations usually come during a time of natural or manmade disasters and emergency preparedness plans may need to be used and put into action.

Department - For the purposes of these rules, "department" includes all Elected Officials and Department Heads.

Durable Equipment - goods that yield utility over time rather than being completely consumed in one use.

Emergency Purchase - Purchases made in the event of a Declared Emergency where the County's ability to serve the public would be impaired if purchases are not made immediately.

Formal Bid – Process used to identify solicitations for major purchases which requires formal advertising and sealed bids.

General Maintenance or Repairs -The care and servicing of equipment and facilities due to normal wear and tear.

Invitation to Bid - A means of notifying vendors that the County has specific requirements for materials and/or supplies and the County is offering vendors an opportunity to fulfill those requirements. This is a formal means of soliciting price quotes requiring formal advertising, and sealed bids.

Local Business -A business which maintains a physical place of business in Logan County.

Price Quote -A price for goods or services obtained by telephone, email, fax, or in writing.

Purchase Order -A legally binding document provided to a vendor requesting that the vendor supply the County with goods and services as specified.

Purchasing Authority- The authority approved by the Board of County Commissioners authorizing Department Heads, Finance Director, or other authorized designees the authority to purchase goods or services for the County within specified limits.

Purchasing Ethics - Rules defining ethical conduct of County employees and vendors participating in the purchasing process as stated in Article 18 of Title 24 of the Colorado Revised Statutes.

Request for Proposals -A means of notifying vendors that the County has general requirements for goods or services and the County is offering vendors an opportunity to fulfill those requirements by suggesting specific proposals.

Requisition - A document requesting a purchase to be made on behalf of the County. This is the first step after the need for a good or service is recognized.

Small Inventory - Record keeping of durable items (such as computers, laptops, or office furniture) that are valued between \$1,000.00 and 4,999.99 for tracking purposes only.

Specification - A concise description of a good or service the County is seeking to buy and the requirements the vendor must meet in order to be considered for the award.

Voucher - A document authorizing the purchase and receipt of items signed by the Elected Official or Department Head.

QUOTATIONS AND BIDS:

I. Purchases between \$1,000 and \$9,999.99:

- It is at the discretion of the Department Head, Elected Official, or designated person to determine what is in the best financial interest of the County for purchases between \$1,000 and \$9,999.99 and such persons are authorized to make these budgeted expenditures without further authorization.
- Purchases in this level do not require a Purchase Requisition. However competitive price quotes from multiple sources **are encouraged** and should be noted on the voucher when submitting for payment.
- ***Purchases in excess of \$9,999.99 shall NOT be purposely divided into smaller components so as to avoid more detailed purchasing requirements. If it appears to be the case, the purchases may become the personal responsibility of the individual who authorized the purchase or signed the contract for not following the provisions of the policy.***

The general practice is to accept the lowest bid. However, if the low bid is not the preferred choice a detailed reason needs to be included in the remarks section.

II. Purchases between \$10,000 to \$49,999.99:

- A Purchase Requisition form **is required** and must be signed by the Department Head or Elected Official and submitted to the Finance Office with supporting bid or quote documentation attached.
- It is required that competitive bids are received from a minimum of three (3) sources for purchases of at least \$10,000 but less than \$49,999.99. List minimum of three suppliers contacted and their response. **If three suppliers are not available note this information in the remark section of the requisition.**
- In the case the low bid is not the preferred choice a detailed reason needs to be included in the remarks section.
- ***Two signatures from the Board of County Commissioners are required PRIOR to any purchase or order.***
- ***Verbal approval or discussion does not negate the requirement of a purchase requisition.***
- Finance Department will issue a purchase order upon approval by the Board of County Commissioners.
- Once the initiating department receives the purchase order, the approved purchase may be made.

Under no circumstance will exceptions be given to vary from this policy unless **approved by the Board of County Commissioners**. Any exception requires the signature of two County Commissioners.

- This policy applies to purchases made with **grant funds**, unless otherwise required by grant contract, and for repairs resulting from **insurance claims**.

III. Purchases \$50,000 and greater - Formal bids

- The department desiring to purchase any goods or service, Capital Assets, or remodeling/construction of any County Property involving the expenditure of \$50,000 or more, shall prepare the specifications and submit the same to the Board of County Commissioners for review.
- The initiating department shall solicit bids to obtain as many bids as possible in order to obtain the best price, with the additional objective that all contractors and/or retailers having a place of business in Logan County, Colorado, have an opportunity to submit bids. Invitation for bids shall be solicited directly, by publication in the County newspaper, via county website, Sourcewell (if applicable) or by BidNet web-based solicitation and bidding service.
- In accordance with Federal regulations, 2 CFR sec. 200.321, Logan County, as the recipient or subrecipient of federal grants funds, should ensure that small businesses, minority businesses, women's business enterprises, veterans-owned businesses, and labor surplus area firms are considered when possible.
- In cases when an item is "one of a kind" or there is little likelihood of competitive bidding, the Board of County Commissioners, unless prohibited by law, upon an affirmative vote of a majority of the Commissioners, may waive the requirement of soliciting bids in accordance with the provisions of this policy.
- All invitations for bids \$50,000 or greater, whether by direct solicitation or newspaper **advertisement, shall require that responses be mailed or delivered to the Office of the County Commissioners in a sealed envelope and clearly labeled as a sealed bid**. Invitations submitted through BidNet or Sourcewell web-based solicitation and bidding service will require responses to be submitted electronically to the Office of the County Commissioners in the form provided by that service.
- Each invitation for bid shall specify the date and time the bids will be opened, which shall not be less than ten (10) days after the invitation is solicited. Each invitation shall also reserve the right to reject any and all bids, and unless prohibited by law, each invitation shall also reserve the right to accept a bid other than the lowest bid.
- The Board of County Commissioners shall securely maintain each bid received, and no bid shall be opened by anyone at any time other than the time specified in the invitation. Each bid opening shall be public, and the bidders shall have the opportunity to be present at such time, but no further bids or modification of bids shall be accepted at such time.
- All invitations to bid for road construction projects likely to involve expenditures of \$50,000 or more shall be advertised in the County newspaper no less than 10 days before the contract is let, for

sealed proposals for performing the work, as required by **Section 43-2-209 C.R.S.** The Board of County Commissioners may waive advertisements in this manner if it determines that doing so would be detrimental to the immediate preservation of public peace, health and safety.

- Any purchases(s) of goods, service, or proposed construction submitted by any Elected Official or Department Head not in accordance with the provisions of this policy shall be rejected and any voucher submitted for payment shall be disallowed.
- The issuance and acceptance of a formal bid is best accomplished by a cooperative effort between County Departments and the Board of County Commissioners.

Purchases in excess of \$50,000 shall not be purposely divided into smaller components so as to avoid more detailed purchasing requirements.

IV. REQUEST FOR PROPOSAL (RFP):

At the discretion and authority of the Board of County Commissioners, an RFP (Request for Proposal) process may be used in lieu of the formal bid process.

- Requests for this process may be prepared by the initiating department and reviewed by the Commissioner's Office with final approval to be made by the Board. Justification for such a request may be required and be provided in written form.
- The specifications are written using performance standards rather than the description of the goods or services in a proposal. The specification also lists the factors by which the proposal will be judged, and the weight to be given to each factor.
- Vendors submit proposals of their own design for a product to satisfy the requirements set forth in the proposal.
- The County may consult with a prospective bidder in preparation of an RFP, however the RFP must be written in such a way that it does not prohibit other bidders from bidding and should in no way give preference to any prospective bidder's product.
- After proposals are received, the County may enter into negotiations with as many vendors as have submitted feasible proposals to find the best possible proposal for each vendor.
- Terms will not be disclosed until final negotiations are concluded.

V. BID REVIEW AND ACTION:

The Commissioner's Office will retain all original bids, bid summary sheet, and sign-in sheet, and will make them available for review to all interested parties upon request.

The initiating department evaluates the bids and recommends to the Board the award in the best interest of Logan County. The Board of County Commissioners makes the final award. It is possible that all bids may be rejected, and the project abandoned, postponed, or the bid process reinitiated.

After final award, the office of the Board of County Commissioners shall then process and send to all bidders an announcement of award.

All original bid documents will be retained by the Commissioner's Office where they will be kept on file in accordance with applicable state archive rules.

VI. FINAL AWARD:

The final award shall be made by the Board of County Commissioners in the best interest of Logan County. The Board of County Commissioners has the authority to accept or reject any or all bids and waive any required procedures except those required by law.

Board of County Commissioners may consider up to a 10% preference to local businesses. A local business shall be a business which maintains a physical place of business in Logan County.

VII. REJECTION OF ALL BIDS:

Should no award be made, letters of rejection will be mailed from the Board of County Commissioners or initiating department.

VIII. CONTRACTS:

The Board of County Commissioners has the authority to enter into and sign any contracts made on behalf of Logan County. An Elected Official may have specific statutory authority to enter into them independently. The Board of County Commissioner's authority may be delegated in writing or by formally adopted written policy.

If the vendor is doing business with the county for the first time, a completed IRS Form W-9 from the vendor must be submitted to the Finance Department prior to any payment.

IX. CONFLICTS OF INTEREST:

No employee, officer or agent operating on behalf of LOGAN County shall participate in the selection, award, and/or administration of contract if a conflict of interest, real or reputed, would be involved or such participation would violate Colorado law. In addition to the employee, officer or agent, this further includes his/her spouse/partner, and family members. Violation of this section may result in discipline for the employee pursuant to the County's Personnel Policy.

X. EMERGENCY PURCHASES:

- (1) **After declaration of an emergency by Board of County Commissioners or Colorado Department of Local Affairs**, emergency procurements may be made without complying with the usual procurement requirements if there is an existing threat to public health, welfare or safety, or risk of a serious disruption of business operations, or risk of harm to county property. The Department Head or authorized Representative may consider this option in lieu of going through the Quotation and Bids process if that process would unduly disrupt department operations or endanger the public's health and safety.
- (2) **Emergency procurements may NOT be used as a replacement for normal purchasing procedures except in an emergency which is a threat to public health, safety or welfare, the financial interests of Logan County, or the business operations of the county.**

- {3) Emergency procurements shall be made with such competition as is practicable under the circumstances. In prolonged emergency situations, Department Heads or Elected Officials authorized to make emergency purchases shall request assistance of the Board of County Commissioners. The basis for the emergency and for the selection of the particular contractor shall be maintained as a public record with vendor payment records.
- (4) A written record of emergency purchases should be kept for the Finance Department to process payment.
- (5) The Department Head or Elected Official should attempt to secure by informal bid, if possible, the "best value" on any emergency materials, supplies, equipment, or services. Written documentation defining the emergency and the selection of the contractor or vendor shall accompany the voucher form signed by the Department Head, Elected Official, or Authorized Person.

XI. SOLE SOURCE PURCHASES:

The following items may require specific purchasing process and be exempt from the above purchasing procedures as determined. Below are examples and not inclusive -

- Repair/replacement parts for, or adding to, existing equipment available only from the original source.
- Computer Network: Computer hardware, software, maintenance and supplies purchased from original source or determined by the County IT department as not being competitive resources compatible to the county network system.
- Maintenance Agreements: Maintenance or repair agreements for existing County systems or other equipment that may require a specific vendor to maintain the warranty or value of equipment.
- Legal Support: Contracts or materials necessary for litigation.
- Legal Requirements: Purchase required by Colorado statute or regulations.
- At the discretion of the Board of County Commissioners, items purchased at auctions or "used" may fall under this category. **ONLY with PRIOR APPROVAL** and proper written documentation indicating authorization of (2) or more of the Board of County Commissioners.
- Procurement of goods or services included in the successful award of a grant that were specifically outlined in the grant process.

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to covert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2025, and shall thereafter continue through August 31, 2028, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. COOPERATIVE PROCUREMENT. "The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement."

10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

11.PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the

requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

12.DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission

of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must

provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

13. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or

other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Logan County Ambulance Service
315 Main Street
Sterling, CO 80751

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc. Logan County Ambulance Service

By: _____

By: _____

Print Name: _____

Print Name: Mike Brownell

Title: _____

Title: Chairman, Board of County Commissioners

Date: _____

Date: July 1, 2025

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the 1st day of July 2025, by and between Logan County Ambulance Service, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Logan County Ambulance Service

By: _____

By: _____

Print: _____

Print: Mike Brownell

Title: _____

Title: Chairman, Board of County Commissioners

Date: _____

Date: July 1, 2025

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 4, 2025

LOGAN COUNTY

JUN 23 2025

CLERK & REC

THIS AGREEMENT is made and entered into this 16th day of June, 2025, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Buffalo School District RE-4J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 4, 2025**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

 Ballot Issue (TABOR) Ballot Questions X Candidates

2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official must be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making including but not limited to ballot certification, ballot proofing, tabor certification and tabor proofing on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement will be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.
6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. The term of this IGA will be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:

- a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
- b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date **(Tuesday, August 26, 2025)**. [Section 1-7-116(2), C.R.S.]
- c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs will consist of costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election will be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election will be divided into the total number of voter opportunities for the Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.63/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

The County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice, based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 5, 2025, by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (if applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed. (*Unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity will provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, or \$25.00 whichever is greater. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to, issue approval of the nominating petition, as to form, and where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, and verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF THE ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all house number and street/road addresses within the proposed District no later than **Tuesday, August 26, 2025**.

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted, and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 5, 2025**.

9. **ELECTION DAY ACTIVITIES:**

Entity will provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 22, 2025**. [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to baconp@logancountyco.gov. The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS- Title 32 Districts:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit tax-paying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

The entity will provide personnel, as requested by the County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 29, 2025**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

Tuesday, September 2, 2025 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 10, 2025 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in # 20, below and claims arising out of the willful and wanton acts of the Clerk.

20. **LIMITATIONS OF DAMAGES:**

If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

21. **INDEMNIFICATION:** To the extent allowed by law, Entity and County Clerk agrees to indemnify, defend and hold harmless the other from any and all loss, costs, demands, or actions arising out of or related to any actions, errors or omissions of either party and its responsibilities relating to the **November 4, 2025, Coordinated Election**. County Clerk retains all rights and protections granted by the Colorado Governmental Immunity Act. This Agreement will not be construed to create any rights or other benefits for any person who is not a party to this Agreement. Each entity will bear its own costs and expenses incurred, including reasonable attorneys and other necessary fees of response to such challenge.

22. **COUNTERPART EXECUTION:** This Agreement will be executed in counterparts, each of which is binding, valid and enforceable to the same extent as through all parties executed as the selfsame Agreement.

23. **VENUE:** This Agreement is binding upon the signatories, with any action necessary to construe, interpret, enforce, or otherwise deal with said Agreement to be brought and maintained in the District Court in and for said Logan County, Colorado.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the “least cost” method for mailing the TABOR Notice Package, if applicable.

The Entity’s share of the county’s costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity’s District eligible to vote in Entity’s election shall be multiplied by the total number of candidates and/or issues of the Entity (“voter opportunities”).
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost and materials itemized, identified, and consumed for the conduct of the Entity’s election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and the costs **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part upon the number of people registered to vote within each Entity’s District.

2. **BALLOT PREPARATION:**

The County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entities must certify the ballot content to the County Clerk **no later than Friday, September 5, 2025**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

The Entity will submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 5, 2025**.

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk, the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise bipartisan election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name or \$25.00 whichever is greater.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 15, 2025 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two people, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodation for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire about if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the counting. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the County Board of Canvassers, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly (for example, wrong format), the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X, Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30 days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS- Title 32 Districts:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit tax-paying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

LOGAN COUNTY CLERK AND RECORDER



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

APPROVED:

BOARD OF COUNTY COMMISSIONERS

LOGAN COUNTY, COLORADO

Attest:

Logan County Clerk and Recorder

By: _____
Chairman of the Board

(seal)

Buffalo School District RE-4J

By: 

Printed Name: Lonnie Brungardt

Title: Superintendent

Designated Election Official for the Entity:

Julie Tramp

Mailing Address: PO Box 198

Merino CO 80741

Phone: 970 522 - 7424

Fax: 970 522 - 1541

Email: trampj@merinok12.com

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 26, 2025**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 2, 2025**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 5, 2025**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days **by CLOSE OF BUSINESS 5:00 p.m.**

Friday, September 19, 2025: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 22, 2025**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 43 days

No later than **Friday, October 10, 2025**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 4, 2025: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

- Paper copy; and,
- Electronic Copy. The electronic version must be provided using plain text (.txt file format). No PDF versions will be accepted.

The electronic copy may be emailed to baonp@logancountyco.gov. Both the paper copy and electronic copy must be received at the Clerk and Recorder's Office at 315 Main Street Suite 3, Sterling, CO 80751 no later than 5:00 p.m. on September 5, 2025.

Important: Per Rule 4.5.5(f) (4) – Ballot questions and issues are numbered or lettered in the order in which the measurers are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or paper copy, has been submitted to the Clerk and Recorder.

- **ELECTRONIC VERSION:**

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to baonp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format. The ballot text will be provided in Word, in Arial ten (10) point font.

- **SPACING:**

All text must have single line spacing.

- **TEXT:**

For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions (non tabor) must be typed in upper and lower case.

- **TABLES/COLUMNS:**

Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

- **AUDIO RECORDING:**

If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to baonp@logancountyco.gov if requested by the Clerk and Recorder

EXHIBIT B
AUDIO FOR ADA UNIT

To be in compliance with the statutes and rules listed below, the Logan County Clerk and Recorder's office will accept recorded pronunciations of candidate names in any format which may be able to be used by our office. Please inform candidates within your jurisdiction of the necessity of recording the correct pronunciation of their name. The Entity may collect all recordings and submit them to the Logan County Clerk and Recorder's office at one time.

The Logan County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot issues or ballot questions are needed.

Pursuant to Colorado Revised Statutes (C.R.S.) §1-5-704(1) "...each voting system certified by the secretary of state for use in local, state, and federal elections shall have the capability to accept accessible voter interface devices in the voting system configuration..."

Pursuant to Secretary of State Rule 4.6.2 County, municipal, school district, and special district candidates whose names are listed on a ballot for an election coordinated by the county clerk and recorder must provide an audio recording of the pronunciation of their name to the county clerk and recorder prior to the election for offices that are voted on by the electors of the county, municipality, school district, or special district.

Pursuant to Secretary of State Rule 4.6.2 for candidates designated by a major or minor party, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Pursuant to Secretary of State Rule 4.6.2 for candidates nominated by petition, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Please contact our office at (970) 522-1544 if you have any questions or need additional information.

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District within Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on **November 4, 2025**.

DISTRICT NAME HERE

Board of Directors or Mayor or City Councilmember etc.

LENGTH OF TERM HERE

(Vote For One or Two or Three)

_____ CANDIDATE'S NAME

_____ CANDIDATE'S NAME

_____ CANDIDATE'S NAME

DISTRICT NAME HERE
REFERRED BALLOT ISSUE _____ (TABOR) or REFERRED BALLOT QUESTION _____ NON-TABOR

(INSERT HERE)

PLEASE INSERT THE QUESTION (**TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS** AND ALL OTHER QUESTIONS ARE IN UPPER AND LOWER CASE)

YES _____ NO _____

Sincerely,

ENTITY NAME _____

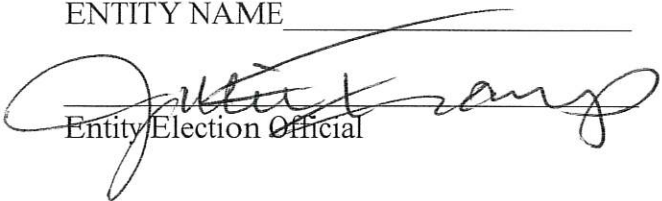

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Entities should consult with their legal counsel to determine if data should be supplied as suggested.

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

Dear Pam:

Below please find the required information for preparation of the ballot issue notices for Referred Ballot Issue _____.

DISTRICT NAME

Designated Election Official:

Name

Title

Address

City, State, Zip

NOTICE OF ELECTION TO INCREASE TAXES TO INCREASE DEPT ON A CITIZEN PETITION ON A REFERRED
MEASURE

DISTRICT NAME
LOGAN COUNTY, STATE OF COLORADO

Election Date: (insert election date here)

Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

PLEASE LIST THE REFERRED BALLOT ISSUE QUESTION HERE (TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS) This is the same language provided with original certification.

Fiscal Information: is required with your Ballot Tabor Notice submission.

Fiscal Year Spending Information:

2025 (Current fiscal year estimated)	[\$1,000,000]
2024 (Actual)	[\$1,000,000]
2023 (Actual)	[\$1,000,000]
2022 (Actual)	[\$1,000,000]
2021 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending:

[Insert % of overall change]

Overall dollar amount change:

[Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [Insert Year] fiscal year spending without tax increase: [amount of spending]

Information of Current Bonded Debt:

Principal amount: [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

Information on Proposed Bonded Debt:

Principal Amount: [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

The following summaries were prepared from comments filed by persons FOR the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

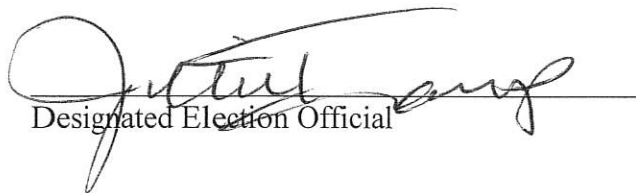
- Statements are in upper and lower case.
- Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of people or private groups that are for or against the issue.
- If written comments are not filed, state "No comments were filed by the constitutional deadline".

The following summaries were prepared from comments filed by persons AGAINST the issue:

PLEASE LIST THE COMMENTS FILED AGAINST AN ISSUE HERE

- Statements are in upper and lower case.
- Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of people or private groups that are for or against the issue.
- If written comments are not filed, state "No comments were filed by the constitutional deadline".

Sincerely,


Designated Election Official

LOGAN COUNTY SHERIFF'S OFFICE
CONTRACT FOR HEALTH CARE SERVICES
AMENDMENT

This Amendment shall serve as a revision to the Contract for Healthcare Personnel and Administration (the "Main Agreement") between the **Logan County Sheriff's Office** ("Agency") and **Turn Key Health Clinics, LLC dba TK Health** ("Contractor") for the Logan County Detention Center in Sterling, Colorado.

In consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The **new terms and conditions of this Amendment**, as set forth, shall be effective as of July 1, 2025.
2. Pursuant to Section 1.16 ("Healthcare Personnel Services Provided") of the Main Agreement, the parties hereby acknowledge that this section of contract, and all amendments thereto, shall be stricken and replaced as follows:

All medical and mental health personnel providing services through the Contractor under this Contract shall be the employees and/or agents of the Contractor and not of the Agency. Such individuals shall hereby be referred to as the "Healthcare Personnel". All wages, workers' compensation, insurance, benefits, vacations, and claims of any kind relating to the Healthcare Personnel provided by the Contractor shall be the sole responsibility of the Contractor and not of the Agency. Healthcare Personnel associated with the terms of this contract shall not be included as employees and/or agents of the Agency. Section 1.2. of this agreement shall be applicable to all Contractor Healthcare Personnel.

1. Contractor shall provide medical unit coverage to include:

- a. Up to seventy (70) hours a week of on-site nursing related services (RN, LPN, CMA, MA);
- b. Up to one (1) physician or midlevel provider (ARNP or PA) onsite or telemedicine patient clinic per week, granted capabilities are made available for such services by the Facility;
- c. A physician or midlevel provider who will provide 24 hours per day, seven days per week, granted capabilities are made available for such services by the facility;

Contractor shall provide Jail Based Behavioral Services (JBBS) as follows:

- d. Up to thirty (30) hours a week of Certified Addiction Specialist / Case Manager coverage;
- e. Up to ten (10) hours a week of Clinical Administrator (LPC-LAC) coverage;
- f. Up to twenty (20) hours a week of Licensed Therapist (LCSW-LAC) coverage;
- g. Up to fifteen (15) hours a week of Case Manager services;
- h. Psychiatry clinic, as needed;
- i. JBBS Program Administrator coverage, as needed; and

- j. Contractor shall provide services and administration associated with a Medication Assisted Treatment ("MAT") program. Costs associated with MAT is more fully set forth below in paragraph 2.1.

3. Pursuant to Section 2.1 "Monthly Reimbursement for Services", the parties hereby acknowledge that the contract shall be revised to provide as follows:

The contract amendment for Custody Protect Monitoring Services that went into effect on November 1, 2021, shall be amended as stated herein. Payment responsibility for Custody Protect Monitoring Services shall be the responsibility of the Agency. Custody Protect shall invoice the Agency for such services.

Reimbursement from Agency to Contractor for Medical services pursuant to Section 1.16(1)(a-c), of the Main Agreement shall be paid in a monthly amount of \$24,015.95, pro-rated for any partial months and subject to reconciliation as applicable. JBBS and MAT services shall remain unchanged by this amendment and continue to be invoiced separately.

For JBBS coverage in Section 1.16 (d)-(i), the Agency shall pay the Contractor a monthly reimbursement in the amount of \$31,916.67. This amount shall be invoiced separately from other contractual services.

For MAT Services in Section 1.16 (j), the reimbursement for services and administration provided for the MAT program shall be paid by the Agency to the Contractor on a monthly basis. The MAT program will be invoiced as an independent line item.

4. In all other respects, the terms and conditions of the Main Agreement shall continue unchanged and remain in full force and effect.

[signatures on following page]

TK HEALTH

Dated: _____

By: _____

Flint Juhod, Chief Executive Officer

LOGAN COUNTY SHERIFF'S OFFICE

Dated: 06/20/25

By: _____

Brett Powell, Sheriff

FOR THE COUNTY OF LOGAN

Dated: _____

By: _____