



Rob Oquist - Commissioner Dist. 1
John Hostetler - Commissioner Dist. 2
Jim Baldwin - Commissioner Dist. 3
Amy White-Tanabe - County Administrator
Nathan Shultz - County Attorney

Office of the Commissioners

AGENDA

October 24, 2022

1. Call to Order
2. Public Comment (limit of 3 minutes)
3. Presentations
 - a. Sheriff Shawn Mobley, Deputy Commendation
4. Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
 - a. Approval of Minutes
 - b. Approval of Bills and Payroll
5. Old Business
6. New Business
 - a. Otero and Southeastern Colorado Conservancy District Agreement
 - b. Construction & Maintenance Agreement with CDOT, BNSF – Hwy 71 and Hwy 50
 - c. Resolution 2022-12 Formal Declination of Participation in Colorado Family and Medical Leave Insurance (FAMLI)
 - d. SM Construction, Contract Amendment
 - e. Festival Permit Application, Lyn Scott
 - f. FY2022-2023 Peace Officers Behavioral Health Support and Community Partnerships Grant Program Application
7. Departmental Reports
 - a. Sales Tax Report
8. Commissioners Report
9. Discussion
10. Announcements

(719) 383-3000 13 W. 3rd Street, Room 212 La Junta, CO 81050 (719) 383-3090 Fax



October 10, 2022

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Jim Baldwin	Chairman
	John Hostetler	Member
	Rob Oquist	Member
	Amy White-Tanabe	Admin
	Shannon Casillas	Chief Deputy Clerk

Guests in attendance in person: Adrian Hart, Bette McFarren, Tim Knabenshue, Chad Penner
On Zoom: Anne Boswell

Chr. Baldwin called the regular meeting to order.

Chr. Baldwin asked for public comment.

Chr. Baldwin called for approval of the consent agenda. The agenda includes approval of the minutes from September 26, 2022. Co. Oquist motioned to approve the consent agenda. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented the Resolution 2022-11 Opposing Presidential Order 14008. Co. Hostetler motioned to approve the Resolution 2022-11 Opposing the Presidential Order 14008. Co. Oquist seconded. Motion carried.

Admin. White-Tanabe presented Senate Bill 22-153 (Election Security Equipment) Grant application for Lyn Scott. State will award Otero County \$12,500.00. The money will be used to increase key access to election areas and surveillance. Co. Oquist motioned to approve the Grant Application for Senate Bill 22-153 for Election Security Equipment. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented the 2023 Preliminary Budget; this will be on the website. Co. Hostetler motioned to approve the 2023 Preliminary Budget. Co. Oquist seconded. Motion carried.

Treasurer Sharon Jones presented the 3rd Quarter Public Trustee Report. There were 56 manual and 107 electronic releases. Only 8 foreclosures, which is down from 2nd quarter. Which brought in \$1,188.59 for the 3rd quarter.

Chief Deputy Clerk reported General Election ballots will be mailed out the week of October 17, 2022.

Co. Hostetler reported that he had a busy week spent on budget and the single entry is close to completion.

Co. Oquist reported that he had a busy week also with budget.

With no further business the Board adjourned the meeting.

Next meeting will be Monday, October 24th, 2022, at 1:30pm.

Clerk

Chairman

OTERO COUNTY PAYMENTS
OCTOBER 1 THROUGH OCTOBER 15, 2022

Check #	Vendor	Description	Department	Amount
125553	AWARDS BY TROPHY CITY	SPECIAL PROJECTS	ADMIN	25.00
125554	ALAN M WADLEIGH	TRAVEL	ADULT SERVICES	133.00
125555	AMERICAN ENVIRONMENTAL CONSULTING, LLC	PARTS/SERVICE	R&B	4,032.00
125556	ARKANSAS VALLEY LUMBER & SUPPLY	BUILDING MAINT/REPAIRS	G&B	47.99
125557	BACA COUNTY PUBLIC HEALTH AGENCY	AAA GENERAL FUND	AAA	252.53
125558	BAUSERMAN'S MARKET	FOOD	JAIL	90.00
125559	BENT COUNTY COMMISSIONERS	AAA GENERAL FUND	AAA	2,368.92
125560	BENT COUNTY COMMISSIONERS	BENT COUNTY SB-290	AAA	143,887.00
125561	BLACK HILLS ENERGY	UTILITIES	VARIOUS	3,396.17
125562	BOB BARKER COMPANY, INC	JAIL BASED SERVICES (JBBS)	STATE GRANTS	609.61
125563	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	352.00
125564	CAPITAL ONE TRADE CREDIT	PARTS/SERVICE	R&B	192.00
125565	CENTURYLINK - SEATTLE, WA	TELEPHONE	E911	9,026.64
125566	CITY OF LA JUNTA	RENT	HEALTH	500.00
125567	CITY OF LA JUNTA	PURCHASED SERVICES-COMM	E911	368.23
125568	CITY OF LA JUNTA TRANSIT	AAA GENERAL FUND	AAA	1,760.00
125569	CITY OF ROCKY FORD	DISPATCH/OPERATING	SHERIFF/E911	25,361.00
125570	COLORADO BUREAU OF INVESTIGATION	CONCEALED HAND GUN PERMIT	SHERIFF	367.00
125571	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH	1,041.00
125572	COLORADO DEPT OF REVENUE	JAIL COMMISSARY	SHERIFF	31.17
125573	COLORADO STATE UNIVERSITY EXTENSION	SALARIES/TRAVEL/OPERATING	EXTENSION	5,921.18
125574	COMPANION LIFE INSURANCE COMPANY	LIFE INSURANCE & AD&D PREMIUMS	MEDICAL TRUST	2,462.40
125575	CROWLEY COUNTY COMMISSIONERS	AAA GENERAL FUND	AAA	465.91
125576	DEEP ROCK	MISCELLANEOUS	ADMIN/SHERIFF/JAIL	220.20
125577	EL PASO COUNTY CORONER	AUTOPSY	CORONER	4,500.00
125578	FP MAILING SOLUTIONS	POSTAGE, BOX RENT, ETC	SHERIFF	144.00
125579	FRONT RANGE EQUIPMENT SOURCE	OTERO COUNTY SB-290	AAA	2,937.82
125580	GAYLE LANGAN	TRAVEL	ADULT SERVICES	66.00
125581	GOBIN'S INC	MAINTENANCE CONTRACTS	VARIOUS	877.94
125582	GOLDEN WEST INDUSTRIAL SUPPLY	OPERATING SUPPLIES	SHERIFF	323.59
125583	GRAINGER, INC	PARTS/SERVICE	R&B	13.94
125584	GREAT AMERICA LEASING CORP.	MAINTENANCE CONTRACTS	ASSESSOR	145.22
125585	GREGORY N DAY, DDS	AAA GENERAL FUND	AAA	1,000.00
125586	GRIGGS MECHANICAL INC	BT GRANTS	HEALTH	4,559.92
125587	INDUSTRIAL HEALTH SERVICE, INC	DRUG TESTING & DOT PHYSICALS	R&B	133.20
125588	JIM COLLINS	HOUSING/TRAVEL	ADULT SERVICES	226.23
125589	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	408.00
125590	LA JUNTA TRADING COMPANY, INC	BUILDING MAINT & REPAIRS/SIGNS	G&B/R&B	714.50
125591	LA JUNTA TRIBUNE-DEMOCRAT	ADVERTISING	JAIL	120.00
125592	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	415.00
125593	LORENE MAREZ	LINKAGES	CSBG	58.30
125594	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	367.00
125595	MARTIN PIPE & STEEL, INC	PARTS/SERVICE	R&B	157.82
125596	MHC KENWORTH-PUEBLO	PARTS/SERVICE	R&B	294.07
125597	MID-AMERICAN RESEARCH CHEMICAL	BUILDING MAINT/REPAIRS	G&B	548.00
125598	MIGUEL A ESTRADA-HURTADO	BLDG UTIL/MAINT - RF	HEALTH	50.00
125599	MITCHELL 1	PARTS/SERVICE	R&B	3,228.32
125600	MOBILE RECORD SHREDDERS	MISCELLANEOUS	TREASURER	12.00
125601	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/JAIL/HEALTH	458.91
125602	O'REILLY AUTO PARTS	PARTS/SERVICE	G&B/R&B/SHERIFF	2,199.70
125603	OTERO COUNTY COMMISSIONERS	INTERNET/EMAIL/RENT	VARIOUS	43,276.66
125604	NOT A CHECK			-
125605	OTERO COUNTY COMMISSIONERS	PETTY CASH	ADMIN	50.55
125606	OTERO COUNTY LANDFILL INC	PER CAPITA	LANDFILL	70,046.25
125607	OTERO COUNTY ROAD & BRIDGE	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT	594.52
125608	OTERO COUNTY SHERIFF DEPT	PETTY CASH	SHERIFF/JAIL/HEALTH	22.95
125609	OTERO PARTNERS, INC	DA BUILDING EXPENSES	INTERGOVERNMENTAL	939.22
125610	OTERO TRUE VALUE	PARTS/SERVICE	R&B	134.06

Check #	Vendor	Description	Department	Amount
125611	PEAK ELEVATOR PERFORMANCE GROUP	MAINTENANCE CONTRACTS	G&B	120.00
125612	POWER MOTIVE CORPORATION	PARTS/SERVICE	R&B	177.49
125613	PROWERS AREA TRANSIT	PROWERS AREA TRANSIT	AAA	2,116.00
125614	PRYOR GUNS INC	TRAINING	SHERIFF/JAIL	260.00
125615	PUEBLO COUNTY COMMISSIONERS	CONTRACT SERVICES	ADMIN	240.00
125616	RANDY LOSEY	HOUSING	CSBG	1,699.98
125617	RESERVE ACCOUNT	POSTAGE	VARIOUS	1,191.00
125618	ROCKY FORD AUTO PARTS	PARTS/SERVICE	R&B	425.48
125619	ROCKY FORD DAILY GAZETTE	ADVERTISING/LEGAL NOTICES	VARIOUS	447.57
125620	SAGE SERVICES, INC.	CONGREGATE/HOME DEL MEALS/NSIP	AAA	104,440.78
125621	SCHWAAB, INC	OFFICE SUPPLIES	TREASURER	398.19
125622	SECOM	CTC GRANT	HEALTH	104.40
125623	SNO-WHITE LINEN & UNIFORM RENTAL	PARTS/SERVICE	R&B	198.97
125624	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	SHERIFF	10.99
125625	STEIR FUEL & OIL	FLUIDS	R&B	160.16
125626	THOMSON REUTERS - WEST	SOFTWARE/HARDWARE RENTAL	SHERIFF	337.03
125627	TOWN OF FOWLER	TOWN OF FOWLER	R&B	102.48
125628	TOWN OF SWINK	UTILITIES	R&B	115.12
125629	TRIPLE T AUTO PARTS	PARTS/SERVICE	G&B/R&B	215.58
125630	VALLEY AUTO PARTS, INC	PARTS/SERVICE	R&B	395.57
125631	VALLEY PLUMBING & HEATING, INC	SHOP MAINTENANCE	R&B	126.48
125632	VIAERO WIRELESS	TELEPHONE	EXTENSION	177.52
125633	VISA	DUES & MEETINGS/TRAINING/OPERATING	VARIOUS	10,308.97
125634	NOT A CHECK			-
125635	VISA-SHERIFF OFFICE	TRAINING/OPERATING	SHERIFF/JAIL/TRANSPORT	3,773.04
125636	WALMART / CAPITAL ONE	OPERATING SUPPLIES	HEALTH	351.78
125637	WALMART / CAPITAL ONE	OPERATING/SHOP SUPPLIES	R&B	139.94
125638	WALMART / CAPITAL ONE	BUILDING MAINT/REPAIRS	G&B	102.48
125639	X-TREME H2O	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF/TRANSPORT	125.74
125640	BEAUTY BAR	REVOLVED LOANS	SMALL BUSINESS DEVELOP	23,174.00
1865	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	40,067.20
1866	AMAZON CAPITAL SERVICES, INC	OPERATING	G&B/R&B/STATE GRANTS	1,293.22
1867	AMERICAN AED, LLC	EMS	AMBULANCE SERVICE	3,180.80
1868	ARKANSAS VALLEY ACCUMED	JAIL BASED SERVICES (JBBS)	STATE GRANTS	4,210.39
1869	ARKANSAS VALLEY HOSPICE, INC	AAA GENERAL FUND	AAA	3,357.50
1870	BACA COUNTY COMMISSIONERS	AAA GENERAL FUNDSB290	AAA	53,028.34
1871	BACA HOME CARE AGENCY, INC	CAREGIVER SUPPORT	AAA	2,932.50
1872	BENT COUNTY SHERIFF	BOARDING PRISONERS	JAIL	15,208.56
1873	BOKF, NA	INTEREST EXPENSE	DETENTION CENTER	128,555.56
1874	CENTURYLINK	TELEPHONE	SHERIFF/E911/AAA	361.74
1875	CLEAN VALLEY RECYCLING	PARTS/SERVICE	R&B	160.00
1876	CUMMINGS CARPET SERVICE	OTERO COUNTY SB-290	AAA	27,628.00
1877	DEAN W CHASE	TRAVEL	AAA	642.00
1878	DEE ANN LYONS	MEDICAL SERVICES	JAIL/STATE GRANTS	3,890.00
1879	DIGITCOM ELECTRONICS, INC	CAPITAL OUTLAY	INTERNAL SERVICES	9,778.53
1880	GALLS, LLC	UNIFORMS	SHERIFF	119.22
1881	GREGGORY PORTCH	TRAVEL	ADULT SERVICES	15.00
1882	HIGH PLAINS AUDIOLOGY LLC	AAA GENERAL FUND	AAA	4,700.00
1883	JACKI SHERIFF CLARK	TRAVEL	ADULT SERVICES	290.00
1884	LAMAR AREA HOSPICE	AAA GENERAL FUND	aaa	1,685.75
1885	NEWMAN TRAFFIC SIGNS	SIGNS	R&B	1,564.69
1886	POINT EMBLEMS, LLC	OPERATING SUPPLIES	SHERIFF	400.00
1887	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	1,352.75
1888	ROBERT BLAIR	LINKAGES	CSBG	65.19
1889	ROBERT L KLINKERMAN	TRAVEL	ADULT SERVICES	83.00
1890	ROCKY FORD FOOD MARKET LLC	FOOD/SUPPLIES	JAIL	3,586.30
1891	RUBY'S AUTO BODY, INC.	PARTS/SERVICE	R&B	96.00
1892	SAMANTHA BEEDY	TRAVEL	ADULT SERVICES	812.00
1893	SHELLY R BAUER	TRAVEL	ADULT SERVICES	1.00
1894	SHULTZ LAW OFFICE LLC	CONTRACT SERVICES	VARIOUS	1,986.50
1895	THE HOME DEPOT PRO	PARTS/SERVICE	R&B	2,090.19
1896	TRANS-WEST TRUCKS, INC	FLUIDS/ PARTS & SERVICES	R&B	129.91

Check #	Vendor	Description	Department	Amount
1897	TYLA T HIATT	TRAVEL	ADULT SERVICES	118.00
1898	USDA - APHIS-WS	PREDATOR CONTROL-PROF SVC	RODENT CONTROL	4,737.70
1899	WARRIOR KIT	BULLETPROOF VESTS	SHERIFF	1,808.00
1900	WAXIE SANITARY SUPPLY	OPERATING SUPPLIES	G&B	2,569.47
1901	WEX BANK	FUEL	VARIOUS	6,286.42
1902	ZELMA NOVAK	TRAVEL	ADULT SERVICES	24.00
1903	SM CONSTRUCTION INC	COURTHOUSE REMODEL/SINGLE ENTRY	CAPITAL IMPROVEMENT	67,353.75
				<u>889,540.56</u>

Fund Summary

010 - GENERAL FUND	246,941.38
011 - SMALL BUSINESS DEVELP RLF	23,174.00
012 - CAPITAL IMPROVEMENT FUND	69,773.12
013 - AMERICAN RESCUE PLAN	853.00
020 - ROAD & BRIDGE FUND	19,388.65
025 - MEDICAL TRUST FUND	2,462.40
040 - AAA FUND	353,781.03
045 - INSURANCE FUND	2,295.00
050 - DETENTION CENTER FUND	128,555.56
065 - INTERNAL SERVICES FUND	13,833.70
070 - GENERAL HUMAN SERVICES	8,731.82
080 - HEALTH FUND	8,815.87
090 - CLERK HIRE FUND	879.86
095 - E-911	10,055.17
<u>889,540.56</u>	

ARPA SUBRECIPIENT AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into effective _____, 2022, by and between Otero County, a political subdivision of the State of Colorado, (hereinafter referred to as “County”) and Southeastern Colorado Water Conservancy District (SECWCD) working through its Water Activity Enterprise, (hereinafter referred to as “Subrecipient”). Subrecipient and County are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

Recitals

WHEREAS, on March 11, 2020, President Joseph R. Biden signed the American Rescue Plan Act (“ARPA”) into law which established the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the United States Department of Treasury (“Treasury”) has allocated to Otero County \$3,550,287.00 of ARPA federal stimulus funds of (“ARPA funds”) which \$,775,143.50 was disbursed to the County on June 22, 2021 with the remainder of funds disbursed to the County on June 27, 2022; and

WHEREAS, ARPA funds may be used for the limited purposes described in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (“Interim Final Rule”) which became effective on May 17, 2022, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the ARPA Act authorizes the County to expend ARPA funds awarded to the County for the following eligible purposes as outlined in the Interim Final Rule as follows: 1) To support public health by providing resources for COVID-19 mitigation efforts, medical expenses, behavioral health care and certain public health staff; 2) To respond to negative economic impacts caused by the COVID-19 pandemic including assistance to households, small businesses, nonprofits, and impacted industries such as tourism and hospitality; 3) To replace lost public sector revenue due to the COVID-19 pandemic which was required to provide government services; 4) To provide premium pay for eligible essential workers that performed work during the COVID-19 health emergency; 5) To invest in water, sewer and broadband infrastructure to improve access to clean drinking water and to expand access to broadband internet (collectively, “Eligible Uses”); and

WHEREAS, Southeastern Colorado Water Conservancy District (SECWCD) holds the water rights for and is responsible for repayment of the reimbursable portions of the Fryingpan-Arkansas Project (FAP), which is a transmountain diversion project that supplies southeastern Colorado with improved supplemental water supply for irrigation, municipal and industrial uses, hydroelectric power generation, and recreational opportunities. The FAP also provides flood control for the area and is designed to maintain or improve fish and wildlife habitats; and

WHEREAS, working through its Water Activity Enterprise, SECWCD allocates water to beneficiaries and coordinates the efforts for the development of the Arkansas Valley Conduit, a component of the Fryingpan-Arkansas Project; and

WHEREAS, SECWCD has requested \$1,200,000.00 in American Rescue Plan Act (ARPA) funds from Otero County to fund a portion of the Arkansas Valley Conduit consisting of the design and engineering of water delivery lines for Arkansas Valley Conduit participants in within Otero County including; Valley Water Co., Vroman Water Co., Patterson Water Co., Fayette Water Assoc., Eureka Water Co., Hilltop Water Co., Newdale-Grand Valley Water Co., West Grand Valley Water

Co., Riverside Water Co., North Holbrook Water Co., West Holbrook Water Co., Holbrook Center Soft Water Association, Beehive Water Company, South Side Water Association, East End Water Association and South Swink Water Company. The listed Arkansas Valley Conduit participants have experienced regulatory hurdles in water quality with the Colorado Department of Public Health and Environment for groundwater under the direct influence of surface water and other issues. The Arkansas Valley Conduit will provide a new source of water to these water providers within Otero County to eliminate this ongoing and worsening problem; and

WHEREAS, County desires to provide ARPA funds to Southeastern Colorado Water Conservancy District to complete the Arkansas Valley Conduit (AVC) in the areas Otero County.

NOW THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are incorporated herein by this reference.

2. Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Subrecipient regarding the County's provision of a portion of its ARPA Fund allocation to Subrecipient for Eligible Uses associated with the coronavirus emergency from the ARPA Act. This Agreement creates a federal assistance relationship with Subrecipient.

3. Conditions. As a condition of receiving ARPA funds from the County, Subrecipient agrees that ARPA funds it receives will be spent in accordance with the purposes set forth in this Agreement and in compliance with the ARPA Act, Interim Rule (Exhibit A) and related guidance issued by the United States government, including applicable future amendments to statutory provisions or related federal guidance, and in accordance with the limitations outlined in this Agreement.

4. Effective Date and Term. The Agreement shall commence when last executed by all Parties and unless sooner terminated pursuant to this Agreement, shall expire on December 31, 2024.

5. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed one million, two hundred-thousand dollars (\$1,200,000.00) to be used to complete the AVC project more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit B. Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials reasonably necessary to complete the tasks and functions described in the Scope of Work.

6. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under the following cost categories: 1) To support public health by providing resources for COVID-19 mitigation efforts, medical expenses, behavioral health care and certain public health staff; and 2) To respond to negative economic impacts caused by the COVID-19 pandemic including assistance to households, small businesses, nonprofits, and impacted industries such as tourism and hospitality.

7. Ineligible Uses. Non-allowable uses of ARPA Funds include, without

limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; and d) legal settlements.

8. Authority of Subrecipient. Subrecipient warrants and represents that it has the legal authority to enter into this Agreement. By signing this Agreement Subrecipient agrees that it will comply with all of the requirements of the subaward described herein.

9. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely as reimbursement of or payments made to the County from the ARPA Funds that are distributed to the County from the federal government. The County has no independent obligation to provide the Recipient with funds from any other source.

10. Termination.

a. County may terminate this Agreement for any reason upon thirty (30) days written notice to Subrecipient.

b. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Subrecipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

11. Compliance with Federal, State and Local Laws.

a. The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances and all requirements, including debarment and other required certifications and audits of the Interim Final Rule and any subsequent amendments thereto or rules established governing the use of ARPA funds. These laws include but are not limited to: Davis-Bacon Act, where applicable, (29 C.F.R. Parts 3 and 5); Equal Employment Opportunity requirements; Anti-Kickback Act (40 U.S.C. § 3145); Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401); Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act); Prohibition on certain telecommunications and video

surveillance services or equipment (2 C.F.R. § 200.216); and Domestic preferences for procurements (2 C.F.R. § 200.322).

b. Should the Recipient's spending of the Grant Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the County shall have the right to the return or collection of any portion of the Funds that are later determined to have been spent in violation of applicable laws. The County shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance.

12. Indemnity. The Parties agree that where the County may rely upon the certification of the Subrecipient that such expenditures for which Subrecipient used the ARPA funds met the minimum requirements for the ARPA Act and Interim Final Rule and any amendments thereto and where any person, official or department which is charged with auditing and review of expenditures of ARPA funds determines that such a use was not permitted under the ARPA Act, Subrecipient agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County to the extent permitted by law. Subrecipient further agrees to indemnify, reimburse or make whole the County for any penalties associated with the federal government seeking to recoup the expended ARPA funds which the County disbursed to Subrecipient including interest, attorney fees, costs or any penalty provided by law, to the extent permitted by law. Any ARPA funds that the U.S. Treasury determines must be repaid to the U.S. Treasury by Otero County because Subrecipient did not spend in compliance with ARPA, as amended, and related federal guidance, as amended, must be repaid to County by Subrecipient.

Furthermore, the Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including but not limited to personal injury, bodily injury, sickness, disease, death or damage to or destruction of property, which are alleged or proved to be caused in whole or on part by an act or omission of the Subrecipient its officers, directors, employees and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement to the extent permitted by law.

13. Insurance. Contractor shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder, the following coverage and limits of insurance with companies acceptable to the County.

- a. Worker's Compensation (including occupational disease), and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents connected with or engaged

in the performance of Contractor's obligations hereunder and shall contain an endorsement waiving subrogation against the County of Otero.

- b. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
- c. Professional Liability/Errors and Omissions insurance covering the Contractor and all personnel employed by the Contractor and providing the services hereunder with limits at a combined single limit of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate.

Coverages enumerated in this insurance provision represent only the minimum insurance required by the County, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the County and Contractor in its performance hereunder. The Contractor's liability insurance must establish Otero County as "additional insured". If requested by County, Consultant shall provide County with certificates of insurance indicating Contractor and its subcontractors are covered by insurance as set forth above and a copy of the "Additional Insured" endorsement, establishing such additional insured status. Where requested and furnished, such certificates must be approved by County prior to the commencement of any work hereunder. Each such certificate shall provide that County shall receive thirty (30) days prior written notice of cancellation of such insurance coverage.

14. Independent Contractor. Subrecipient shall supervise and direct the completion of all activities under this agreement. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

15. Payment. The Subrecipient shall submit to County requests for payments for services performed under this Agreement and consistent with the SOW. County shall pay to the Subrecipient ARPA funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the budget.

Payment will be made upon submission by Subrecipient of a properly executed request for payment together with supporting invoices, bills, time sheets and other documents necessary to justify the payment. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to 31 CFR Part 35 and the terms of this Agreement.

As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Upon receipt of appropriate documentation, County shall make two payments, in the estimated amounts of:

- 2023: \$880,000.00
 - 2024: \$ 320,000.00
- Total: \$ 1,200,000

16. Management of Funds. ARPA funds are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. To comply with these requirements, Subrecipient must maintain a financial management system that: 1) records the source and application of grant funds; 2) provides effective control over and accountability for all grant funds and property; 3) allows for a comparison of actual expenditures with reported costs and budgeted costs; 4) includes procedures to ensure that all expenditures are obligated within the effective grant period; 5) includes procedures to minimize the time between receipt and expenditure of grant funds; and 6) includes procedures to prohibit the transfer of funds between federally funded programs and/or grants.

17. Performance Monitoring. County shall monitor the performance of Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management per 2 C.F.R. 200.330 – 2 C.F.R. 200.332 to ensure Subrecipient compliance with this Agreement including the timeframes and performance goals associated with the activities. Substandard performance as determined by County will constitute noncompliance with this Agreement. If action to correct substandard performance is not taken by the Subrecipient within ten (10) days after being notified by the County, County may impose additional conditions on the Subrecipient and its use of ARPA funds consistent with 2 C.F.R. 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted by 2 C.F.R. 200.338.

18. Reporting.

a. The Subrecipient shall submit quarterly reports, consisting of Project Reports and Financial Reports, to Amy White-Tanabe, County Administrator at atanabe@oterogov.org of

Otero County for monitoring purposes, no later than **March 1, June 1, September 1 and January 1 of each awarded year**. Said reports shall detail all efforts of Subrecipient and any subcontractors to fulfill the Scope of Work approved by County, in addition to any other information requested by the County.

b. All Financial Reports and Project Reports shall be complete, accurate, and made in a form satisfactory to Local Government. Financial Reports shall be made in accordance with generally accepted accounting practices and the Interim Rules (Exhibit A).

19. Maintenance of Records; Public Records. Subrecipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, data and other evidence that reflects all of Recipient's direct and indirect expenditures of ARPA funds. These records must be sufficient to demonstrate that the funds have been used in accordance with applicable laws. Furthermore:

a. The County may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.

b. The Recipient shall retain all records related to this Agreement for a period of five (5) years beyond December 31, 2024 or any longer period that is required by law. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by the County and federal and state officials so authorized by law, regulation or agreement.

c. If any litigation, claim or audit is started before the expiration of the five (5) year period provided in Section 7(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

d. The Subrecipient shall maintain documentation on all clients served and clients denied for a period of five years from the date of application. Subrecipient shall establish written program policies and procedures, that at a minimum, document the client's housing and income status at application.

e. All Recipient documents and records comprising this Agreement, and all other documents and records provided to the County by the Recipient, are deemed public records subject to disclosure under the Colorado Open Records Act. Thus, the County may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Colorado Open Records Act or other laws applies.

20. Grant Contract Amendments. The Parties acknowledge that the federal government may request changes to the provisions surrounding grant awards. Any changes or revisions to the terms and conditions that are applicable to this Agreement shall be incorporated by amendment of this Agreement, following written notice by County

to the Subrecipient.

21. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES (INCLUDING CONSTRUCTION CONTRACTS) REGARDING EMPLOYMENT OF ILLEGAL ALIENS:

If Recipient has any employees or subcontractors, Recipient shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Agreement. The Recipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

By execution of this Agreement, Recipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Recipient will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- A. Recipient shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Recipient has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.
- C. Recipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
- D. If Recipient obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Recipient shall:
 - (i) Notify the subcontractor and the County within three (3) days that the Recipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Recipient shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Recipient shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- F. If Recipient violates this provision of this Agreement, the County may terminate this Agreement for breach of contract and the Recipient shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if Recipient violates this provision of the Agreement and the County terminates the Agreement for such breach.

22. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Colorado and the venue will be in Otero County, Colorado.

23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the County.

25. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

26. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Survival of Terms. Termination of this Agreement will not affect accrued rights, indemnities, existing commitments or any contractual provision which by its nature is intended to do so.

28. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement. All provisions of the Agreement will be construed as if no headings had been used in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above written.

ATTEST:

OTERO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chairman, Board of
County Commissioners

Southeastern Colorado Water Conservancy District

By: 
Authorized Representative

EXHIBIT A
AMERICAN RESCUE PLAN ACT INTERIM RULES
AND REGULATIONS

EXHIBIT B
SCOPE OF SERVICES

Arkansas Valley Conduit: Otero County Water Delivery Scope and Work

1. Background

The Arkansas Valley Conduit (AVC) is needed to provide clean drinking water to 24 communities in Otero County, including 2 cities, 4 towns and 18 water companies. The AVC is being constructed in two areas of responsibility, one being the trunk line by the Bureau of Reclamation (Reclamation) and the other being the delivery and spur lines to the participants by Southeastern Colorado Water Conservancy District through its Enterprise Activity (Enterprise). A complete description of the AVC project is included in Appendix 1.

The total cost of the AVC project is estimated to be \$564 million-\$610 million, and completion is expected by 2035. This could occur sooner if federal infrastructure funds are applied to the AVC project. The currently secured other funds available to the Enterprise for construction include a \$90 million loan and \$10 million grant from the Colorado Water Conservation Board (CWCB). Any CWCB loans will be repaid on a pro rata basis by all AVC participants. The Enterprise does however continue to work on securing additional grants and funding options to support the AVC.

SECWCD has requested a \$1.2 million investment by Otero County in American Rescue Plan Act (ARPA) funds that will support a large portion of the design and engineering for the AVC water delivery lines within Otero County.

Using Otero County ARPA funds, 15 delivery lines will be designed for Valley Water Co., Vroman Water Co., Patterson Water Co., Fayette Water Assoc., Eureka Water Co., Hilltop Water Co., Newdale-Grand Valley Water Co., West Grand Valley Water Co., Riverside Water Co., North Holbrook Water Co., West Holbrook Water Co., Holbrook Center Soft Water Association, Beehive Water Company, South Side Water Association, East End Water Association, and South Swink Water Company.

Three unincorporated water systems Homestead Water Assoc. and Bents Fort Water Co. will be served by AVC through the La Junta water system.

Other AVC participants in Otero County are La Junta, Rocky Ford, Fowler, Manzanola, Swink and Cheraw.

The AVC delivery and spur lines are being designed in advance of the construction of the AVC trunk line by Reclamation. The Enterprise's current plan is to design all lines by the end of 2024.

The 39 AVC Participants have contributed \$1.5 million in funds to the AVC project for development of the project and environmental studies between 2011 and 2021 memorandum of agreement. They will continue to contribute annually.

Without this funding from Otero County, the costs to participants would increase significantly, creating economic hardships for some Arkansas Valley communities in Colorado.

Providing this clean source of water through the AVC to Otero County water systems will remove issues of radionuclide contamination of existing drinking water sources and assist with wastewater discharge issues. The participation by Otero County has shown leadership in the AVC project.

2. Scope and Work

The Enterprise plans to begin work on Otero County delivery lines for AVC by January 2023 and complete design of delivery lines no later than December 2024. (Appendix 2)

The Enterprise will provide project management and administration for the AVC project for the entire period. For Otero County, this is expected to total \$80,000. Funding will be distributed over a two-year period. Tasks include:

- 1) Management and administration of the Otero County ARPA contract.
- 2) Management and administration of design contracts.
- 3) Management of AVC project scope and budget.
- 4) Development and management of a quality control program.
- 5) Management and administration of construction contracts.
- 6) Coordination with Reclamation for design and construction of the trunk line.

Design Engineering will begin in March 2023, and will be complete in December 2024, and is projected to cost \$1,120,000. Tasks include:

- 1) Establishment of the delivery line final alignment.
- 2) Determination and acquisition of easements and rights of way.
- 3) Coordination of final design delivery points with Otero County water systems.
- 4) Cultural, environmental, and archeological surveys.
- 5) Obtaining permits or approvals.
- 6) Utility surveys and verifications.
- 7) Geotechnical investigations.
- 8) Final designs and specifications for pipelines.
- 9) Pipe sizing, hydraulics, and materials.
- 10) Preparation of final construction cost estimates.
- 11) Preparation and assistance with construction bidding documents.

3. Annual Budgets

The bulk of spending will come during 2023, the year of construction. Annual funding estimates are:

- 1) 2023: \$880,000
- 2) 2024: \$320,000
- 3) **Total: \$1,200,000**

4. Appendices

- 1) Appendix 1: Description of AVC Project
- 2) Appendix 2: Otero County ARPA funding, scope of services and schedule

Appendix 1: Description of the Project for Otero County

Arkansas Valley Conduit:

Pipeline to supply clean drinking water to 2 cities, 4 towns and 16 water companies within the Otero County border.

In 1962 the Fryingpan-Arkansas Project (Fry-Ark Project) was authorized, and construction began. The Fry-Ark Project is a water diversion project that brings water from the west slope of Colorado to the east slope where that water is added to the natural supply in the Arkansas River. The Fry-Ark Project constructed Pueblo Reservoir and Dam located in Pueblo County. The Arkansas Valley Conduit (AVC) Project is an original element of the Fry-Ark Project that has not yet been constructed. The AVC Project would supply clean drinking water to 39 communities east of Pueblo, extending to Lamar. The AVC Project is included in the following counties in Colorado; Pueblo, Otero, Crowley, Bent, and Prowers counties.

The Arkansas Valley Conduit brings many benefits to Otero County. The AVC is the solution to resolving drinking water quality issues in many of the communities east of Pueblo. The AVC will also provide a cleaner discharge water for all of the AVC participants by reducing the amount of radionuclides, selenium, metals and nitrates that occur in existing water supplies.

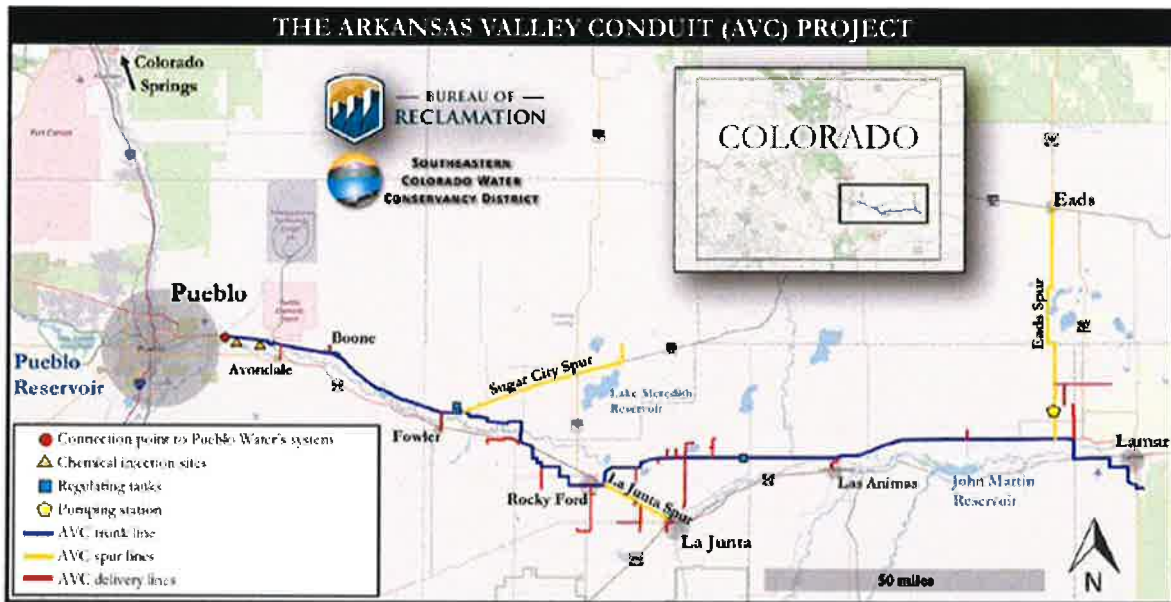
After much work over the last 60 years, the Southeastern District with the partnership of United States Bureau of Reclamation (Reclamation) plan to start construction in 2022 with an expectation to have water flowing in the pipeline to Otero County communities by 2029-2031 under the existing schedule, or 2026-2027 under an expedited schedule if federal infrastructure funds are used for the AVC project.

The AVC will be built with a combination of federal, state, and local funding. Some portions of the project have a funding source, while others do not. One of the Southeastern District's main goals for the AVC Project is to locate the gaps in funding, fill those gaps, and keep the lowest cost possible to the 39 AVC participants.

There are four major sections to the Arkansas Valley Conduit:

1. The Arkansas Valley Conduit water is stored in Pueblo Reservoir. Pueblo Water will convey and treat the water, then move it through its distribution system to the east end of its system to a connection point at 36th Lane and U.S. Highway 50. A contract among Reclamation, the Southeastern District and Pueblo Water was signed in 2022 to fund this portion, using federal appropriations.
2. The AVC trunk line will begin at the connection point to Lamar via a trunk line. The trunk line is being designed, constructed by the United States Bureau of Reclamation with the use of Federal appropriations.
3. There are multiple water delivery lines and spurs that branch out from the AVC trunk line. The delivery lines will be designed and constructed by the Southeastern Colorado Water Conservancy District's Enterprise Activity on behalf of the participants. The AVC participants are responsible for the construction repayment of the delivery lines.

- Each AVC participants may need to perform improvements to their water systems to be prepared to receive the AVC water. Any system improvements will be designed, constructed and paid for by the participants.



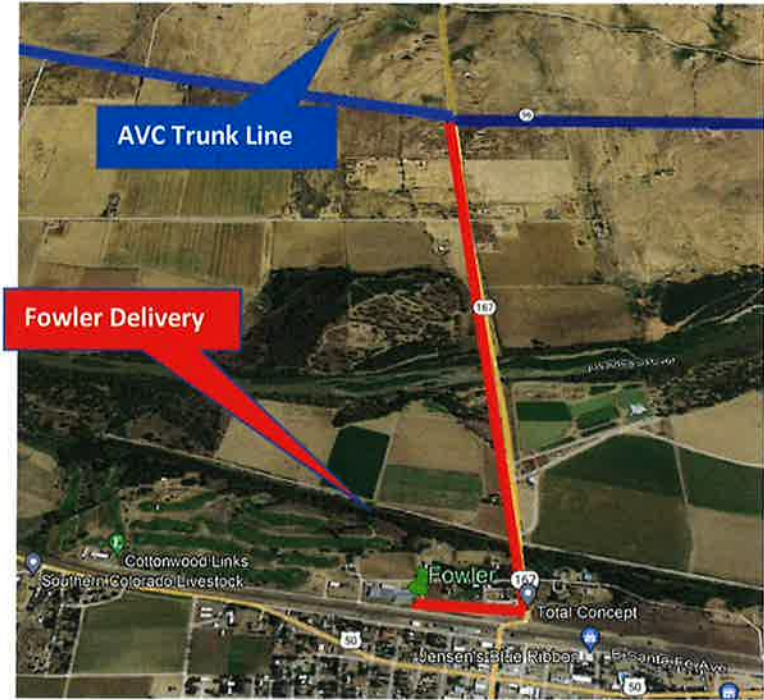
Above: A map of the Arkansas Valley Conduit shows the trunk line, spur lines and delivery lines of the project.

Because of the complexity of the design of delivery lines in Otero County, a series of maps showing the general location of AVC delivery lines has been prepared, and they are presented below.

Contracts for all delivery lines shown on the maps will be secured by the Southeastern District, although the Otero County American Rescue Plan Act (ARPA) funds will be used only for unincorporated communities not associated with a larger water system. The maps are presented as the AVC is built from the west to the east.

- MAP 1: Fowler Delivery Line
- MAP 2: Manzanola-Valley Water Delivery Lines
- MAP 3: West of Rocky Ford
- MAP 4: Rocky Ford
- MAP 5: South of Rocky Ford
- MAP 6: La Junta Water System
- MAP 7: North of La Junta

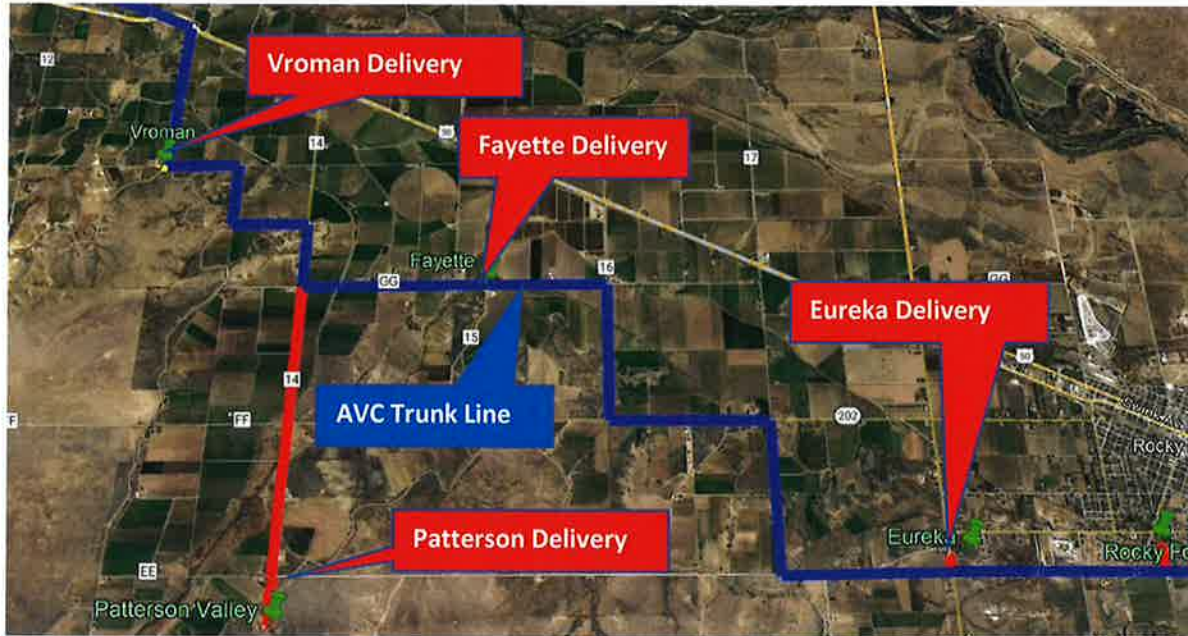
MAP 1: The Fowler delivery line will travel from the AVC trunk line, south on Highway 167 to Fowler shops.



MAP 2: The Manzanola delivery line will follow Park Street to the water treatment facility on Third Street. The Valley Water delivery line will extend approximately 4 miles to the west to the water tank on Road 8, south of Road KK.



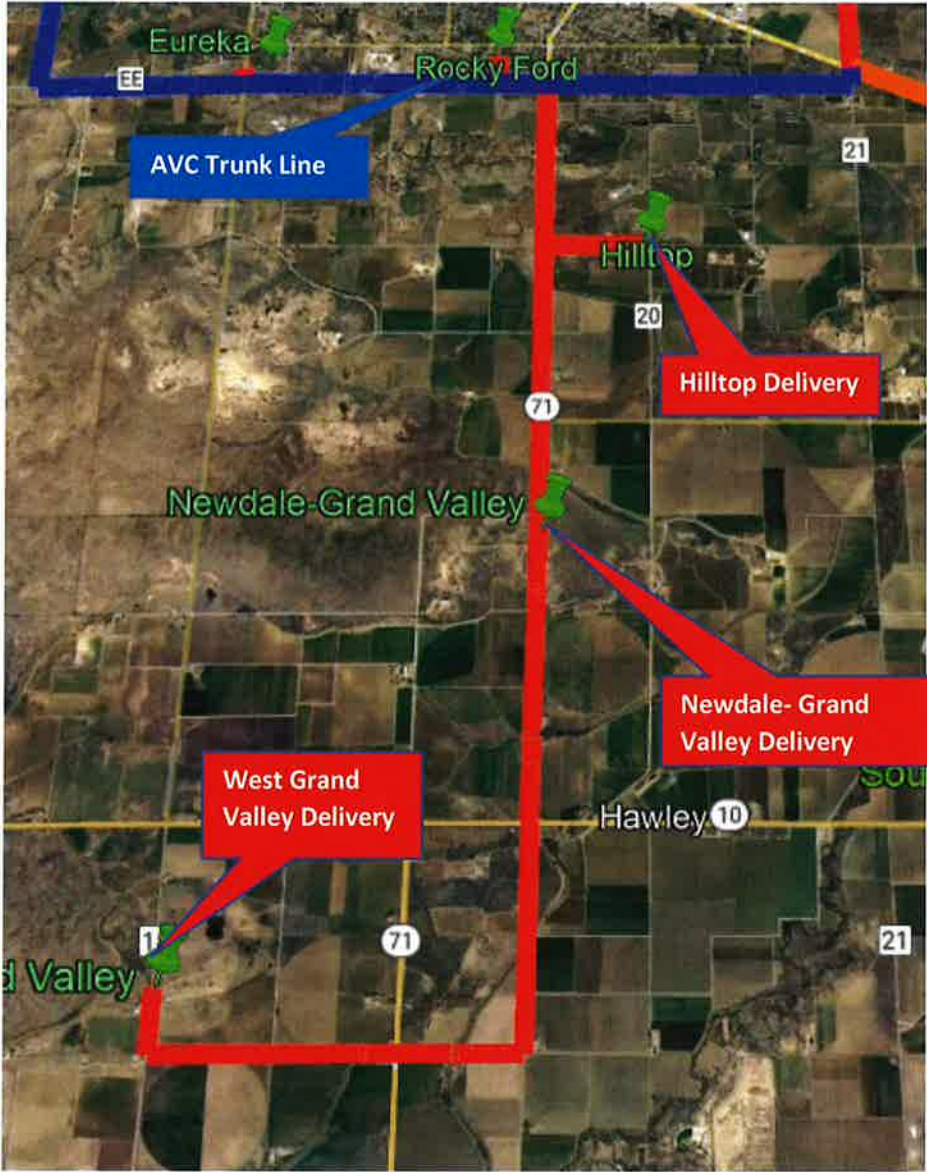
MAP 3: West of Rocky Ford delivery lines are shown here. The Patterson delivery line is 2.3 miles south of the trunk line on Road 14. The Vroman, Fayette and Eureka delivery lines are all close to the trunk line.



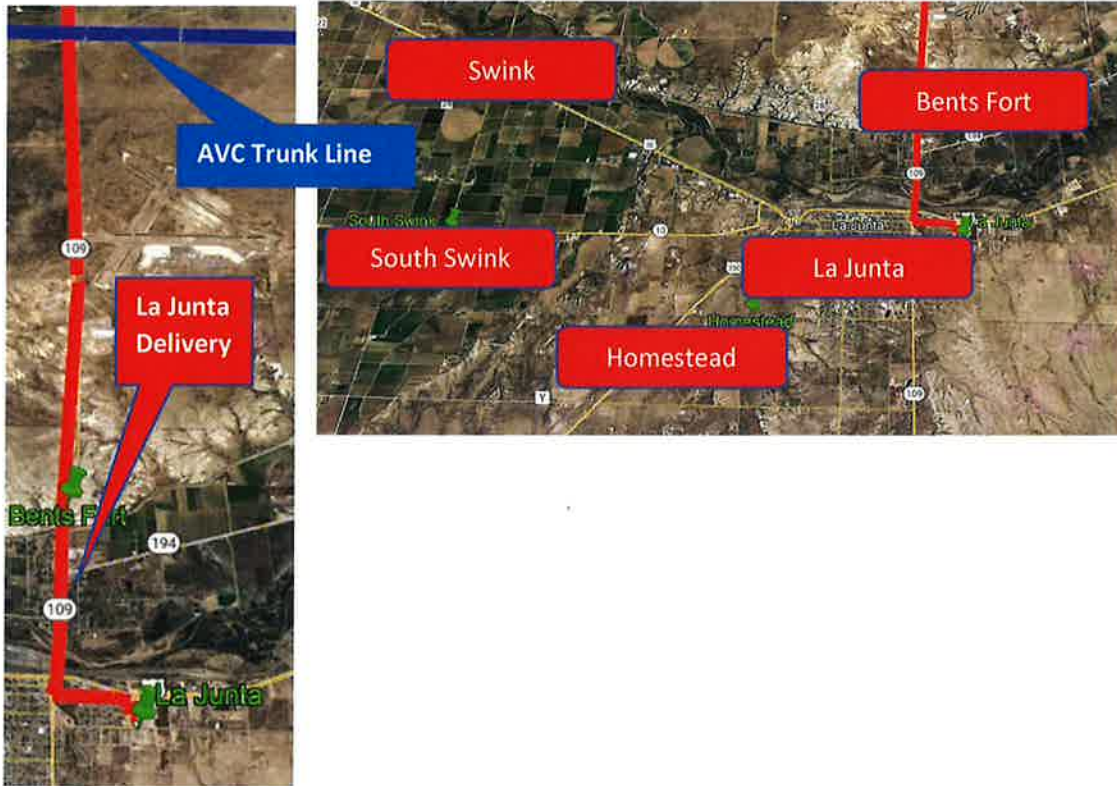
MAP 4: The Rocky Ford delivery line will be about 0.2 miles from the trunk line to the water plant.



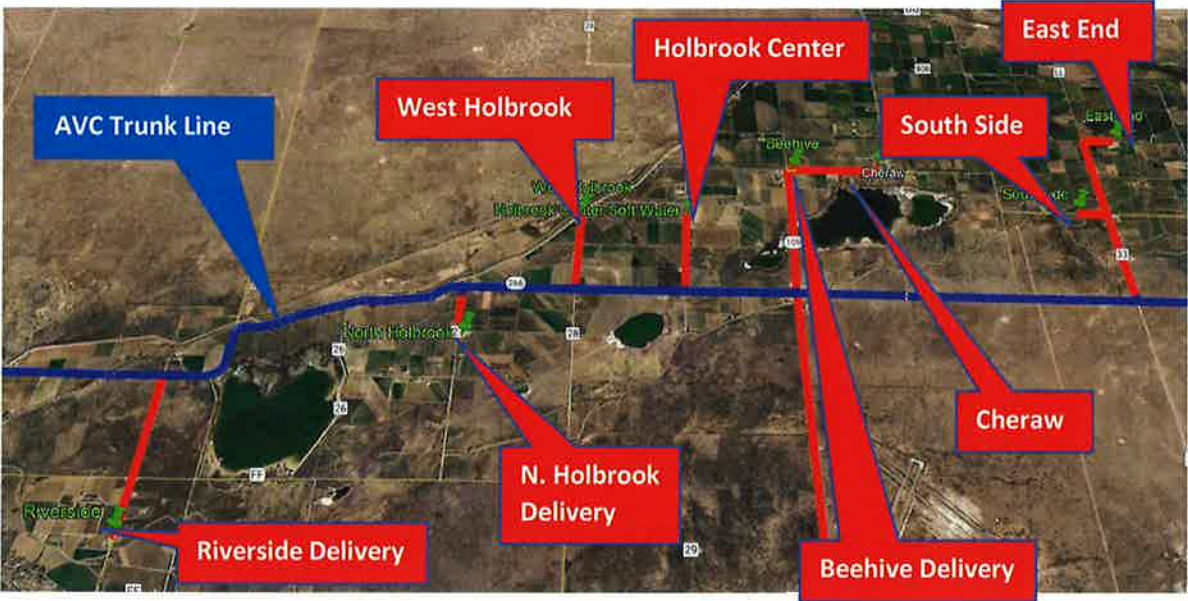
MAP 5: South of Rocky Ford delivery lines are shown here. Hilltop, Newdale-Grand Valley and West Grand Valley will be served by a common line that runs approximately 7 miles from the trunk line.



MAP 6: A 7-mile line connects the trunk line and the La Junta water treatment plant. La Junta would receive AVC water for La Junta, Bents Fort, Swink, South Swink and Homestead and distribute it through the La Junta system.



MAP 7: North of La Junta delivery lines are shown here. Riverside, North Holbrook, West Holbrook, Holbrook Center Soft Water, Beehive, Cheraw, South Side and East End delivery lines are all within 1-2 miles of the trunk line as it heads east.



Arkansas Valley Conduit

ARPA Funding for Otero County (AVC Delivery Lines Design for Unincorporated Participants noted below)

Design Funding

Scope of Services, Schedule, and Budget

Project Scope/Task Narrative	Administrative & Engineering Costs		Schedule		Funding Schedule by Year	
	Enterprise	Design Contractor	Start	Complete	2023	2024
Project Management/Administration	\$80,000		January, 2023	December, 2024	\$40,000	\$40,000
<ul style="list-style-type: none"> - Manage and administer Otero County ARPA contract - Manage and administer design contract(s) - Manage Project Scope/Schedule/Budgets - Develop and manage Quality Control Program - Manage and administer construction contracts - Coordinate design and construction with Reclamation Trunk Line project 						
Design Engineering		\$1,120,000	January, 2023	December, 2024	\$840,000	\$280,000
<ul style="list-style-type: none"> - Establish delivery line final alignment - Determine and obtain easements and rights-of-way - Coordinate final design delivery point with AVC Participant - Conduct cultural, environmental, and archeological clearance surveys - Obtain permitting and approvals - Conduct utility surveys and verifications - Conduct geotechnical investigations - Prepare pipeline final designs including plan and profile drawings/specifications - Prepare final design memorandum (pipe sizing, hydraulics, materials) - Prepare final construction cost estimates - Prepare construction bidding documents and assist with bidding 						
Project In-Service/Completion			December, 2024			
Subtotal	\$80,000	\$1,120,000			\$880,000	\$320,000
TOTAL	\$1,200,000				\$1,200,000	

STATE OF COLORADO)
) ss.
County of Otero)

At a Regular Meeting of the Board of Commissioners for the County of Otero, Colorado, held in La Junta, Colorado, on the 24th day of October A.D., 2022, there were present:

<input type="checkbox"/>	Jim Baldwin,	Chairman
<input type="checkbox"/>	John Hostetler,	Commissioner
<input type="checkbox"/>	Rob Oquist,	Commissioner
<input type="checkbox"/>	Lynda Scott,	Clerk to the Board
<input type="checkbox"/>	Amy White-Tanabe	County Administrator

when the following proceedings were had and done, to-wit:

**RESOLUTION # 2022-12
FORMAL DECLINATION OF PARTICIPATION IN COLORADO FAMILY AND
MEDICAL LEAVE INSURANCE (FAMLI)**

- WHEREAS**, the County of Otero is a local government employer; and
- WHEREAS**, the County of Otero provides insurance coverage for its employees; and
- WHEREAS**, the County of Otero provides paid sick and vacation leave for its employees; and
- WHEREAS**, employees of the County of Otero may personally choose to elect coverage through FAMLI; and
- WHEREAS**, the additional cost of FAMLI would not be economically feasible.

BE IT RESOLVED by the County of Otero as follows:

1. The County of Otero **DECLINES** to participate in FAMLI.
2. The County of Otero shall forward this resolution to the Division.
3. The County of Otero will provide written/electronic notice to each employee informing the employee of the employee's right to pay to opt into FAMLI.
4. The County of Otero will provide access to each employee for the employee to compare and contrast FAMLI with the current private plan offered by the County of Otero.
5. The County of Otero's Chairman, Jim Baldwin, shall have the authority to sign on behalf of the County of Otero.

ADOPTED AND APPROVED this 24th day of October, 2022.

ATTEST:

BOARD OF COMMISSIONERS OF
COUNTY OF OTERO, STATE OF
COLORADO:

Clerk and Recorder

Jim Baldwin, Chairman

**FIFTH AMENDMENT/ADDENDUM TO
CONSTRUCTION CONTRACT**

THIS FIFTH AMENDMENT/ADDENDUM TO CONSTRUCTION CONTRACT is made and entered into this 24th day of October 2022, by and between **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, hereinafter referred to as "County", and **SM CONSTRUCTION, INC.**, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on October 25, 2021, County and Contractor entered into a Construction Contract wherein Contractor agreed to perform work to be done in the Otero County Courthouse located at 13 West Third Street, La Junta, Colorado, described as "design/build of a single-entry of the courthouse and a remodel of judicial space"; and

WHEREAS, on January 10, 2022, County and Contractor entered an Amendment/Addendum to Construction Contract; and

WHEREAS, on April 11, 2022, County and Contractor entered into an Amendment/Addendum to Construction Contract; and

WHEREAS, on May 9, 2022, County and Contractor entered into an Amendment/Addendum to Construction Contract; and

WHEREAS, on August 3, 2022, County and Contractor entered into an Amendment/Addendum to Construction Contract; and

WHEREAS, the County has now determined that wayfinding signage, canopy heaters and a front entry built in desk are necessary; and

WHEREAS, pursuant to paragraph 20 of the Construction Contract, the County is requesting a "Change to Work" as more fully set forth below and Contractor agrees to the same; and

WHEREAS, compensation and time of completion will be affected by the "Change to Work", and said changes must be reduced to writing pursuant to the terms of the Construction Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The Construction Contract dated October 25, 2021, between County and Contractor is hereby amended as follows:

- (a) Article 3 of the Construction Contract is amended to include “wayfinding signage, canopy heaters and built in desk” to the Contract Documents (Section 3.1) describing the work to be done to add wayfinding signage and a built in desk, a copy of which is attached.
- (b) Article 6 of the Construction Contract is amended to read as follows:

ARTICLE 6. CONSIDERATION: County shall pay Contractor up to the sum of \$911,261.00 for the performance of the Work described in the Contract Documents as the “design/build a single-entry to the Courthouse and to remodel judicial space” project, subject to additions and deductions by Change Order as provided for hereinafter.

- (b) The additional \$18,370.00 for the change order for the wayfinding signage and built in desk brings the project total to \$911,261.00

County shall pay Contractor for its services as follows:

- (a) The Contractor may submit a request for payment on a monthly basis for the work Contractor has completed. Payment will be made within thirty (30) days of receipt of invoice, subject to Article 11, below;
- (b) The County will withhold 5% of each request for payment and will release the withheld 5% upon the County’s approval of the successful completion of the project as determined by the County at its sole discretion. (C.R.S. 24-91-103).
- (c) After completion of the project, provided the Contract be then fully performed, subject to the provisions of Article 12 herein, the County shall publish a Notice of Final Settlement twice at least 10 days prior to the date of Final Settlement. The County shall withhold from final payment any amounts as required pursuant to C.R.S. 38-26-107.

The parties agree that if there is a drastic escalation in the cost of materials, Contractor shall notify County of the need to meet to discuss the increase in costs. Contractor agrees to provide a spreadsheet showing the cost of materials at the time of bidding and the cost of materials at the time of requesting the meeting.

2. That all other Terms and Conditions which are not inconsistent with this Amendment/Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment/Addendum the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, STATE OF
COLORADO

By _____
County Clerk

By _____
Chairman

SM CONSTRUCTION, INC.

By: _____
SUSAN MORRIS
President

STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this ____ day of October, 2022, by SUSAN MORRIS, President of SM CONSTRUCTION, INC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

OTERO COUNTY SALES TAX REPORT

August 2022



COLLECTED BY COUNTY \$ 30,973.93

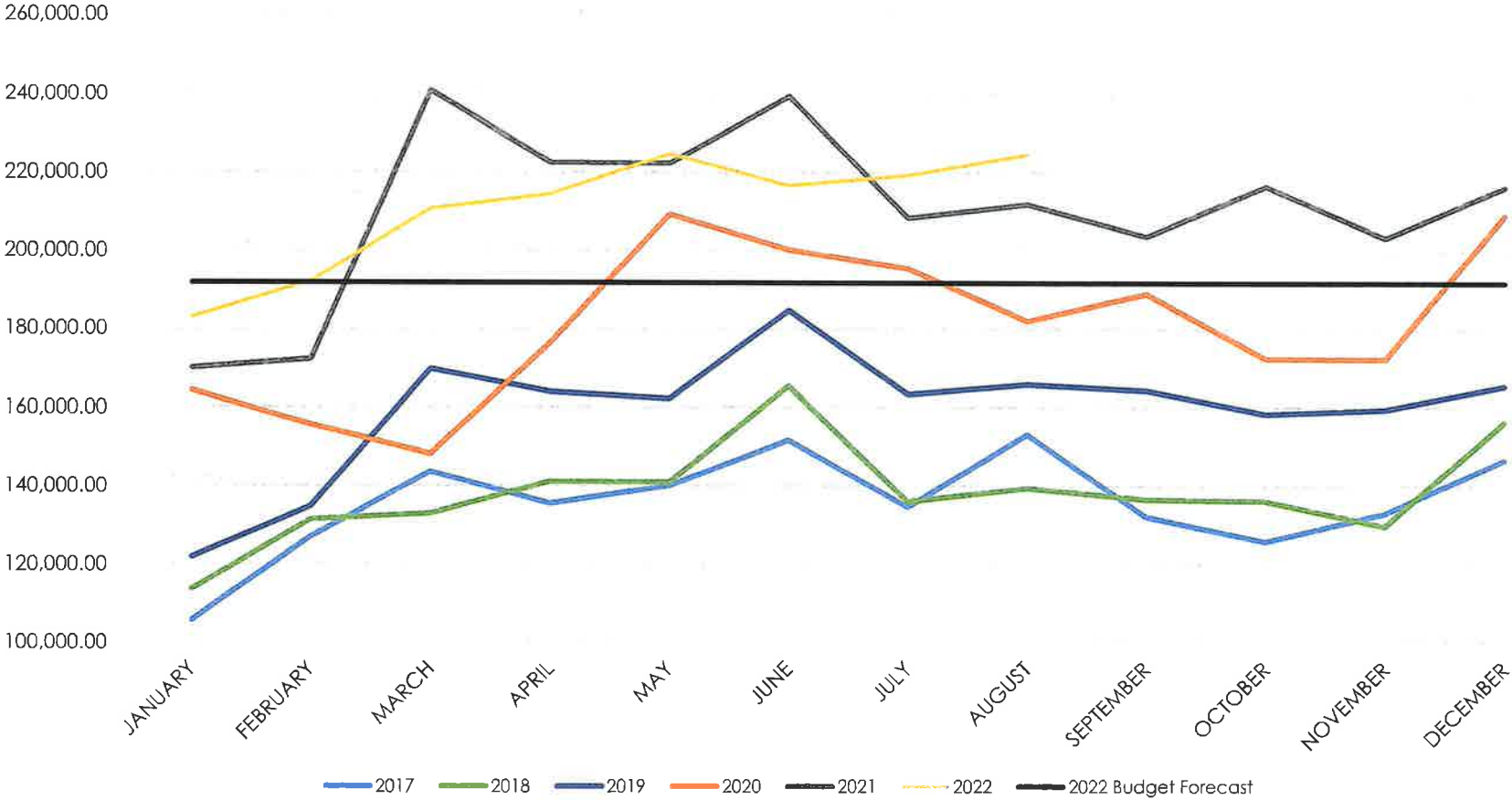
COLLECTED BY STATE \$ 193,805.80

TOTAL COLLECTED **\$ 224,779.73** Received in October 2022

	2017	2018	2019	2020	2021	2022	2022 Budget Forecast	FY2021 vs FY2022		FY2021	
								(+/-)	Monthly % of Change	Cumm. % of Change	Cumm. % of Change
JANUARY	105,503.70	113,459.79	121,756.16	164,204.75	169,971.85	182,983.45	191,666.67	13,011.60	7.66%	7.66%	3.51%
FEBRUARY	127,099.50	131,577.49	134,870.23	155,565.19	172,203.77	192,215.64	191,666.67	20,011.87	11.62%	9.65%	7.01%
MARCH	143,664.30	133,034.88	169,740.89	148,242.14	240,998.68	210,892.24	191,666.67	(30,106.44)	-12.49%	0.50%	24.61%
APRIL	135,538.61	141,116.64	163,970.82	176,369.71	222,632.31	214,762.34	191,666.67	(7,869.97)	-3.53%	-0.61%	25.05%
MAY	140,089.23	140,994.71	162,242.55	209,430.39	222,410.14	224,855.77	191,666.67	2,445.63	1.10%	-0.24%	20.43%
JUNE	151,779.74	165,524.40	184,727.31	200,329.36	239,552.28	216,892.60	191,666.67	(22,659.68)	-9.46%	-1.99%	20.27%
JULY	134,639.90	136,107.09	163,345.65	195,467.90	208,403.20	219,463.46	191,666.67	11,060.26	5.31%	-0.96%	18.13%
AUGUST	153,261.78	139,538.23	165,871.93	182,047.91	212,061.07	224,779.73	191,666.67	12,718.66	6.00%	-0.08%	17.92%
SEPTEMBER	132,195.69	136,567.68	164,321.69	188,993.15	203,686.69		191,666.67		0.00%		16.74%
OCTOBER	125,887.10	136,145.07	158,386.93	172,509.80	216,642.84		191,666.67		0.00%		17.59%
NOVEMBER	133,063.60	129,733.81	159,523.44	172,425.63	203,386.19		191,666.67		0.00%		17.62%
DECEMBER	146,721.18	156,427.85	165,446.96	209,094.53	216,380.83		191,666.67		0.00%		16.26%
ACTUAL:	1,629,444.33	1,660,227.64	1,914,204.56	2,174,680.46	2,528,329.85	1,686,845.23	2,300,000.00	(1,388.07)			

BUDGET: 1,500,000.00 1,555,746.00 1,614,803.00 1,743,239.00 1,847,833.00 2,300,000.00

Otero County Sales Tax Report



ocw@oterogov.org

Mon 24 Oct 2022

9am - 10am Public Works / JH, RO, JB, LN, DG

10am - 11am Economic Development

11am - 12pm Department of Human Services

12pm - 1pm Administration / AT, RO, JH, JB

1:30pm - 2:30pm Department of Human Services

1:30pm - 2:30pm Land Use

1:30pm - 3pm Otero County Board of Commissioners Public Hearing / JH, RO, JB

3pm - 4pm SECOR

Tue 25 Oct 2022

10am - 12pm Otero Construction Conference

2pm - 5pm Work Session / JH, RO, JB

Wed 26 Oct 2022

9am - 10am TPR - JB

11am - 12pm SECOG/SECED - DB/JB

Thu 27 Oct 2022

11am - 12:30pm C dot fiber discussion

Tue 1 Nov 2022

2pm - 5pm Work Session / JH, RO

Mon 7 Nov 2022

9am - 10am County Attorney / JH, RO, NS

ocw@otterogov.org

11am - 12pm Emergency Management / JH, RO, DC

2pm - 3pm Work Session

Tue 8 Nov 2022

10am - 12pm Otero Construction Conference

2pm - 5pm Work Session / JH, RO

Wed 9 Nov 2022

10:30am - 12pm RESADA / JH, DR

12:30pm - 4pm Ark River Basin Roundtable / JB

4pm - 5pm Historic Preservation

Fri 11 Nov 2022

All day Veterans Day - Courthouse, Court's and Landfill's Closed

Mon 14 Nov 2022

9am - 10am Public Works / JH, RO, JB, LN, DG

10am - 11am Economic Development

11am - 12pm Department of Human Services / JH, RO, JB, DR

12pm - 1pm Administration / JH, RO, JB

1:30pm - 2:30pm Department of Human Services

1:30pm - 3pm Otero County Board of Commissioners Public Hearing / JH, RO, JB