



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

Otero County Board of Commissioners

AGENDA May 12, 2025

1. Opening Prayer
2. Pledge of Allegiance
3. Call to Order
4. Public Comment (limit of 3 minutes)
5. Presentations
6. 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, to 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 & Payroll
 - c. Department of Human Services Financial Report, March 31, 2025
7. Old Business
8. New Business
 - a. Older American's Month Proclamation, Donna Rohde
 - b. Ratify Fuels Impact Reduction Grant Intergovernmental Agreement
 - c. Clear Ballot Agreement
 - d. Ratify Southeast Colorado Safe Streets and Roads for All – Letter of Support and Memorandum of Understanding
9. Departmental Reports
10. Commissioners' Report
11. Discussion
12. Announcements
 - a. Otero County offices & Landfill will be closed on Monday, May 26, 2025, in observance of Memorial Day.
 - b. The Public Hearing meeting scheduled for May 26th has moved to May 27, 2025.

April 28th, 2025

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Rob Oquist	Chairman
	Tim Knabenshue	Commissioner
	Amy White-Tanabe	Administrator
	Shannon Casillas	Chief Deputy Clerk

Guests in attendance in person: Nancy Harrington, Aimee Hill, Kelly Roesch, Christopher Olney, Bette McFarren, and Adrian Hart.

Guests on zoom: Anne Boswell.

Chr. Oquist asked everyone to stand for Prayer and the Pledge of Allegiance.

Chr. Oquist called the regular meeting to order.

Christopher Olney, with the Colorado Springs Utilities, wanted to take the opportunity to make a public notification regarding the 2025-08 Resolution, they understand the concerns the valley has with their policies and are looking forward to working with the commissioners next week.

Chr. Oquist called for approval of the consent agenda. The agenda includes approval of the minutes from April 14th, 2025, and bills and payroll for April 1st through April 15th, 2025. Co. Knabenshue motioned to approve the consent agenda. Chr. Oquist seconded. Motion carried.

Admin. White-Tanabe presented the sales tax report for February 2025. The County is at a cumulative percentage of 7% from last year.

Co. Knabenshue reported that he attended the Transportation Planning Region (TPR) meeting which discussed Colorado Department of Transportation (CDOT) projects. He Also attended the Southeast Colorado Enterprise Development meeting, Otero Partners Incorporated (OPI)/ Otero County Landfill Incorporated (OCLI), the Colorado Counties Incorporated (CCI) meeting, Lower Arkansas Valley Water Conservancy meeting, and the Detention Center ribbon cutting.

Chr. Oquist attended the same meetings as Co. Knabenshue except for the TPR meeting. He also attended the Southeast Colorado Business Retention, Expansion and Attraction (SEBREA)/Sage Nutrition Services meeting, and the Colorado State University (CSU) Extension office in regards all the hard work they do for 4H.

With no further business, the Board adjourned the meeting.

Next meeting will be May 12th, 2025, at 1:30 pm.

Clerk

Chairman

OTERO COUNTY PAYMENTS
APRIL 16 THROUGH APRIL 30, 2025

Check #	Vendor	Description	Department	Amount
130060	VISA	DUES & MEETINGS/TRAVEL	EMERGENCY MGMT	126.50
130061	BENT COUNTY AMBULANCE SERVICE	MEDICAL SERVICES	JAIL	498.25
130062	BLACK HILLS ENERGY	UTILITIES	VARIOUS	1,878.89
130063	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	343.00
130064	CITY OF LA JUNTA - UTILITIES	UTILITIES	VARIOUS	6,975.04
130065	CITY OF LA JUNTA TRANSIT	CITY OF LA JUNTA	AAA	1,155.00
130066	CITY OF ROCKY FORD	UTILITIES	LAND USE/HEALTH	279.33
130067	COLORADO DEPT OF PUBLIC HEALTH	LABORATORY SERVICES	HEALTH	65.00
130068	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH/R&B	637.00
130069	COLORADO SPRINGS ORAL & FACIAL SURGERY	MATERIAL AID	AAA	510.00
130070	COLORADO STATE UNIVERSITY	SECOR	HEALTH	16,816.02
130071	COUNTRY CHIROPRACTIC, PC	DRUG TESTING & DOT PHYSICALS	R&B	150.00
130072	DANCO LETTERING LLC	OPERATING SUPPLIES	SHERIFF	1,344.00
130073	DAYLIGHT DONUTS	DUES & MEETINGS	R&B	50.76
130074	DOUGLAS COUNTY SHERIFF'S OFFICE	SOFTWARE/HARDWARE RENTAL	SHERIFF	2,000.00
130075	EXPRESS TOLL	OCHD VEHICLE	HEALTH	8.50
130076	FADE TO BLACK WINDOW TINTING	OCHD VEHICLE	HEALTH	715.00
130077	FREMONT COUNTY	DUES & MEETINGS	CLERK	120.00
130078	GOBIN'S INC	MAINTENANCE CONTRACTS	LAND USE/HEALTH	301.90
130079	GRAINGER, INC	FOWLER SHOP FIRE	R&B	2,648.56
130080	GREAT AMERICA LEASING CORP.	CTC GRANT	HEALTH	84.94
130081	GRIZZLY TIRE AND AUTO LLC	PARTS/SERVICE	R&B	450.00
130082	ICONERGY, LTD	ENERGY PROJECT	CAPITAL IMPROVEMENTS	19,348.20
130083	INSPIRATION FIELD	SLS CLIENT SUPPORT	SEP	5,596.03
130084	JOHN DEERE FINANCIAL	BUILDING MAINT/REPAIRS	G&B	197.94
130085	JR THOMPSON	P & Z BOARD FEES	LAND USE	60.90
130086	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	1,112.00
130087	MHC KENWORTH-PUEBLO	PARTS/SERVICE	R&B	220.00
130088	MORGAN & SONS GLASS INC	PARTS/SERVICE	R&B	225.00
130089	NORMAN JAY SMITH	P & Z BOARD FEES	LAND USE	77.10
130090	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/HEALTH	136.93
130091	OTERO COUNTY SOCIAL SERVICES	SALARIES/OPERATING	ADULT SERVICES	6,797.20
130092	PLAINS THEATER	STEPP GRANT	HEALTH	2,496.00
130093	PRECISION HYDRAULICS, INC	PARTS/SERVICE	R&B	47.03
130094	ROCKY FORD DISCOUNT TIRE CO, INC	MRC	HEALTH	3,150.55
130095	ROCKY FORD GRAND THEATER	STEPP GRANT	HEALTH	1,200.00
130096	ROCKY FORD HIGH SCHOOL BUSINESS	HISTORIC PRESERVATION BOARD	ADMIN	7,015.07
130097	SBT ELECTRICAL AND MECHANICAL, LLC	BUILDING MAINT/REPAIRS	G&B/R&B	1,056.53
130098	SECED	CDBG GRANT - ADMIN	SBD	120.00
130099	SECOM (911)	SECOM CIRCUIT	E911	1,436.40
130100	SHRED AMERICA COLORADO	DOCUMENT SHREDDING	ADMIN	13.82
130101	SOCO FURNITURE, INC	OPERATING SUPPLIES	SHERIFF/JAIL	2,442.00
130102	SOUTHEAST COLO WEED MGMT	WEED CONTROL	VARIOUS	6,700.50
130103	SOUTHERN TIRE MART LLC	TIRES	SHERIFF/R&B	2,143.44
130104	SPRINGFIELD COUNCIL FOR THE ARTS	STEPP GRANT	HEALTH	600.00
130105	STATE OF COLO DPA ACCOUNTING	POSTAGE, BOX RENT, ETC	CLERK	1,311.42
130106	TASCOSA OFFICE MACHINES, INC	OPERATING	ADULT SERVICES	573.94
130107	THE WALSENBURG GOLF ASSOCIATION, INC	STEPP GRANT	HEALTH	1,200.00
130108	TRANE COMPANY	MAINTENANCE CONTRACTS	G&B	5,006.75
130109	UNITED COMPANIES	ROAD OIL/CULVERTS	R&B	3,333.95
130110	VAL-U-MED HEALTH MART	MEDICAL SERVICES	JAIL	28.74
130111	VIAERO WIRELESS	TELEPHONE	VARIOUS	2,605.00
130112	WALMART / CAPITAL ONE	MATERIAL AID	AAA	492.00
130113	WALMART / CAPITAL ONE	OPERATING SUPPLIES	SHERIFF/JAIL	511.87
130114	WELLS THEATER	STEPP GRANT	HEALTH	1,200.00
4219	NUNN CONSTRUCTION, INC	DETENTION DEVELOPMENT	DETENTION	956,138.90
4220	WEX BANK	GAS & OIL	EMERGENCY MGMT	251.98
4221	BACA HOME CARE AGENCY, INC	CAREGIVER SUPPORT	AAA	2,818.00
4222	BELLWOOD FORD USTICK FUNERAL HOME	AUTOPSY	CORONER	185.00
4223	BENT COUNTY SHERIFF	BOARDING PRISONERS	JAIL	81,530.00

Check #	Vendor	Description	Department	Amount
4224	BOKF, NA	INTEREST EXPENSE	DETENTION	350,062.50
4225	DAVE W HILL	P & Z BOARD FEES	LAND USE	69.90
4226	DIGITCOM ELECTRONICS, INC	RADIO REPAIR/SERVICE	SHERIFF	239.89
4227	DITCH & RESERVOIR COMPANY ALLIANCE (DARCA)	WATER QUALITY PROJECT	ADMIN	1,500.00
4228	ELSIE MAE KLEIN	TRAVEL	ADULT SERVICES	770.80
4229	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	398.60
4230	GALLS, LLC	OPERATING/UNIFORMS	JAIL	199.31
4231	HD SUPPLY	OPERATING SUPPLIES	SHERIFF/JAIL/G&B	3,450.18
4232	HIGH PLAINS AUDIOLOGY LLC	MATERIAL AID	AAA	4,400.00
4233	LA JUNTA RURAL FIRE PROTECTION DISTRICT	TRAINING	SHERIFF	60.00
4234	LAW OFFICE OF RANDA DAVIS-TICE	LEGAL FEE CONTINGENCY	AAA	1,093.75
4235	LYNDA SCOTT	TRAVEL	CLERK	216.24
4236	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	435.60
4237	NORTH AMERICAN RESCUE LLC	OPERATING SUPPLIES	SHERIFF	352.73
4238	QUILL CORPORATION	OPERATING/SHOP SUPPLIES	R&B	718.98
4239	ROBERT L KLINKERMAN	TRAVEL	ADULT SERVICES	456.20
4240	ROBERT M. FOWLER	SUPPLIES	CORONER	120.86
4241	ROCKY FORD FOOD MARKET LLC	OPERATING/SHOP SUPPLIES	R&B	273.00
4242	SAGE SERVICES, INC.	NSIP (IN LIEU OF COMMODITIES)	AAA	8,979.05
4243	SAMANTHA PALMER	TRAVEL	SEP	211.47
4244	SHELLY R BAUER	TRAVEL	ADULT SERVICES	60.00
4245	STEVEN MARTINEZ	TRAVEL	ADULT SERVICES	629.20
4246	TAMMY S RIDENNOURE	HISTORIC PRESERVATION BOARD	ADMIN	1,847.47
4247	TYLA T HIATT	TRAVEL	ADULT SERVICES	107.00
4248	VIRGIL K LENZ, JR	TRAVEL	ADULT SERVICES	717.00
				<u>1,533,907.61</u>

Fund Summary

010 - GENERAL FUND	117,492.91
0141 - SMALL BUSINESS DEVELP RLF	120.00
012 - CAPITAL IMPROVEMENT FUND	19,348.20
020 - ROAD & BRIDGE FUND	13,306.12
040 - AAA FUND	22,740.08
045 - INSURANCE FUND	2,648.56
050 - DETENTION CENTER FUND	1,309,049.73
070 - GENERAL HUMAN SERVICES	15,532.80
080 - HEALTH FUND	29,486.39
085 - CONSERVATION TRUST FUND	1,375.00
090 - CLERK HIRE FUND	1,371.42
095 - E-911	1,436.40
	<u>1,533,907.61</u>



Otero County, CO

Balance Sheet

Account Summary

As Of 03/31/2025

Account	Name	Balance
Fund: 070 - GENERAL HUMAN SERVICES		
Assets		
070.100.10000	CASH (POOL)	0.00
070.100.10100	CASH (IN BANK)	0.00
070.100.10310	CASH IN BANK W/TREASURER	960,960.50
070.100.10320	CASH WITH TRUSTEE	0.00
070.100.10500	PROPERTY TAXES RECEIVABLE	0.00
070.100.11510	ACCOUNTS RECEIVABLE	1,828.00
070.100.11730	RECEIVABLE - OTHER	0.00
070.100.11740	RECEIVABLE FROM SOC SERVICES	0.00
070.100.13100	DUE FROM OTHER FUNDS	0.00
070.100.13500	INTEREST RECEIVABLE	0.00
070.100.16420	FIXED ASSETS	0.00
Total Assets:		962,788.50
		962,788.50
Liability		
070.200.20100	ACCOUNTS PAYABLE	0.00
070.200.20101	AP PENDING (DUE TO POOL)	7,401.54
070.200.20500	NOTES PAYABLE	0.00
070.200.20711	DUE TO OTHER FUNDS	0.00
070.200.20740	DUE TO BENEFICIARIES	0.00
070.200.21700	PAYROLL TAX/DED PAYABLE	0.00
070.200.21800	ACCRUED COMPENSATION	0.00
070.200.22280	DEFERRED REVENUE	265,557.43
Total Liability:		272,958.97
Equity		
070.272.25120	ESTIMATED REVENUE	0.00
070.272.25125	REVENUE CONTROL ACCOUNT	0.00
070.272.25130	APPROPRIATIONS	0.00
070.272.25135	EXPENDITURE CONTROL ACCOUNT	0.00
070.272.25145	ENCUMBRANCE RESERVE/CURR YEAR	0.00
070.272.25150	ENCUMBRANCE RESERVE/PRIOR YEAR	0.00
070.272.25155	ENCUMBRANCE CONTROL ACCT	0.00
070.280.28000	FUND BALANCE	476,009.58
Total Beginning Equity:		476,009.58
Total Revenue		608,806.83
Total Expense		394,986.88
Revenues Over/Under Expenses		213,819.95
Total Equity and Current Surplus (Deficit):		689,829.53
Total Liabilities, Equity and Current Surplus (Deficit):		962,788.50



Otero County, CO

Budget Report

Account Summary

For Fiscal: 2025 Period Ending: 03/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 070 - GENERAL HUMAN SERVICES							
Revenue							
070.330.33098	SLS	72,000.00	72,000.00	15,895.87	15,895.87	-56,104.13	77.92 %
070.330.33112	FSSP	181,643.00	181,643.00	0.00	0.00	-181,643.00	100.00 %
070.330.33407	CSBG	90,000.00	90,000.00	250.00	54,096.06	-35,903.94	39.89 %
070.330.33408	SINGLE ENTRY POINT (SEP)	2,150,000.00	2,150,000.00	181,982.79	531,229.58	-1,618,770.42	75.29 %
070.330.33409	HCA GRANT	18,000.00	18,000.00	2,981.16	5,962.32	-12,037.68	66.88 %
070.330.33703	MMOF GRANT (NEMT)	0.00	0.00	0.00	73.00	73.00	0.00 %
070.330.33705	LOCAL CASH (NEMT)	3,000.00	3,000.00	0.00	1,500.00	-1,500.00	50.00 %
070.360.36720	DONATIONS (NEMT)	600.00	600.00	0.00	50.00	-550.00	91.67 %
Revenue Total:		2,515,243.00	2,515,243.00	201,109.82	608,806.83	-1,906,436.17	75.80%
Expense							
070.445.44521.11100	SALARIES & WAGES - PERM	3,300.00	3,300.00	1,051.30	3,324.21	-24.21	-0.73 %
070.445.44521.11300	SALARIES & WAGES - PART-TIME	26,000.00	26,000.00	1,752.75	5,627.25	20,372.75	78.36 %
070.445.44521.14200	WORKER'S COMPENSATION	205.00	205.00	0.00	349.00	-144.00	-70.24 %
070.445.44521.14320	HEALTH INSURANCE	600.00	600.00	264.84	837.44	-237.44	-39.57 %
070.445.44521.14350	LIFE INS ONLY-COUNTY PAID	10.00	10.00	0.00	0.00	10.00	100.00 %
070.445.44521.14400	FICA TAXES	3,000.00	3,000.00	207.75	663.44	2,336.56	77.89 %
070.445.44521.14500	CRA - RETIREMENT	205.00	205.00	63.08	199.46	5.54	2.70 %
070.445.44521.22900	OPERATING	1,300.00	1,300.00	62.92	197.79	1,102.21	84.79 %
070.445.44521.35400	AUDIT	156.00	156.00	0.00	0.00	156.00	100.00 %
070.445.44521.51300	LIABILITY INSURANCE	829.00	829.00	0.00	534.48	294.52	35.53 %
070.445.44521.53150	RENT	700.00	700.00	151.73	277.79	422.21	60.32 %
070.445.44521.77010	HOUSING	23,000.00	23,000.00	0.00	2,550.00	20,450.00	88.91 %
070.445.44521.77050	MED TRANS - OTERO	15,000.00	15,000.00	2,073.00	6,074.00	8,926.00	59.51 %
070.445.44560.37530	NEMT TRAVEL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
070.445.44570.11100	SALARIES & WAGES - PERM	1,200,000.00	1,200,000.00	77,821.46	231,110.73	968,889.27	80.74 %
070.445.44570.12100	OVERTIME - PERM	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
070.445.44570.14200	WORKER'S COMPENSATION	10,404.00	10,404.00	0.00	9,965.00	439.00	4.22 %
070.445.44570.14320	HEALTH INSURANCE	214,000.00	214,000.00	16,163.75	47,787.38	166,212.62	77.67 %
070.445.44570.14350	LIFE INS ONLY-COUNTY PAID	750.00	750.00	75.25	226.76	523.24	69.77 %
070.445.44570.14400	FICA TAXES	68,000.00	68,000.00	5,464.12	16,238.93	51,761.07	76.12 %
070.445.44570.14500	CRA - RETIREMENT	60,000.00	60,000.00	4,670.11	13,867.48	46,132.52	76.89 %
070.445.44570.22900	OPERATING SUPPLIES	30,000.00	30,000.00	1,806.06	5,331.29	24,668.71	82.23 %
070.445.44570.35400	AUDIT	1,042.00	1,042.00	0.00	0.00	1,042.00	100.00 %
070.445.44570.36300	VEHICLE REPAIRS/MAINTENANCE	600.00	600.00	0.00	0.00	600.00	100.00 %
070.445.44570.37500	TRAVEL/TRAINING	4,000.00	4,000.00	644.04	959.34	3,040.66	76.02 %
070.445.44570.51300	LIABILITY INSURANCE	16,242.00	16,242.00	0.00	24,262.33	-8,020.33	-49.38 %
070.445.44570.53150	RENT	20,300.00	20,300.00	5,417.21	8,049.91	12,250.09	60.35 %
070.445.44570.71840	SIS ASSESSMENTS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
070.445.44571.11100	SALARIES & WAGES - PERM	1,600.00	1,600.00	0.00	98.12	1,501.88	93.87 %
070.445.44571.14200	WORKER'S COMPENSATION	135.00	135.00	0.00	20.00	115.00	85.19 %
070.445.44571.14320	HEALTH INSURANCE	550.00	550.00	0.01	24.71	525.29	95.51 %
070.445.44571.14400	FICA TAXES	85.00	85.00	0.00	6.86	78.14	91.93 %
070.445.44571.14500	CRA - RETIREMENT	85.00	85.00	0.01	5.88	79.12	93.08 %
070.445.44571.22900	OPERATING SUPPLIES	50.00	50.00	0.00	0.73	49.27	98.54 %
070.445.44571.35400	AUDIT	39.00	39.00	0.00	0.00	39.00	100.00 %
070.445.44571.36300	VEHICLE REPAIRS/MAINTENANCE	10.00	10.00	0.00	0.00	10.00	100.00 %
070.445.44571.37500	TRAVEL	50.00	50.00	0.00	0.00	50.00	100.00 %
070.445.44571.51300	LIABILITY INSURANCE	468.00	468.00	0.00	616.24	-148.24	-31.68 %
070.445.44571.53150	RENT	15.00	15.00	0.00	0.33	14.67	97.80 %
070.445.44581.71510	FSSP CLIENT SUPPORT	181,643.00	181,643.00	7,300.00	15,780.00	165,863.00	91.31 %

Budget Report

For Fiscal: 2025 Period Ending: 03/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>070.445.44583.71510</u>	SLS CLIENT SUPPORT	72,000.00	72,000.00	0.00	0.00	72,000.00	100.00 %
	Expense Total:	1,959,573.00	1,959,573.00	124,989.39	394,986.88	1,564,586.12	79.84%
Fund: 070 - GENERAL HUMAN SERVICES Surplus (Deficit):		555,670.00	555,670.00	76,120.43	213,819.95	-341,850.05	61.52%
Report Surplus (Deficit):		555,670.00	555,670.00	76,120.43	213,819.95	-341,850.05	61.52%

EMPLOYEE DATA INFORMATION
FOR THE MONTH OF MARCH 2025

	11100		14400	14500	14320	14350	
	Gross	Adjustments	FICA/M'Care	Retire	HLTH	Life	Total
CMA 070.445.44570	\$ 77821.46	\$0.00	\$5464.12	\$4670.11	\$16163.75	\$75.25	\$104194.69
HCA 070.445.44571	\$0	\$0.00	\$0	\$0.01	\$0.01	\$0	\$0.02



Proclamation Older Americans Month – May 2025

WHEREAS, in 1925, the average life expectancy in the United States was just 59 years, and growing older was often viewed as a brief and final stage of life, rather than a vibrant and productive chapter;

WHEREAS, today in Otero County and across the nation, more people are living well into their 80s and 90s, remaining healthy, active, and engaged far beyond traditional retirement age;

WHEREAS, each decade has redefined aging: the 1970s brought longer lives; the 1980s expanded opportunities for senior volunteerism; the 1990s celebrated the contributions of older workers; the 2000s introduced encore careers; and today, older adults are embracing a new era of purpose, reinvention, and opportunity;

WHEREAS, this year's theme, "*Flip the Script on Aging*," highlights a growing understanding that aging is not about slowing down, but stepping up—engaging in entrepreneurship, caregiving, lifelong learning, civic leadership, and creative expression;

WHEREAS, older adults in Otero County are rewriting the narrative—mentoring younger generations, starting new ventures, returning to education, exploring the world, and contributing meaningfully to our community;

WHEREAS, local and state initiatives, including efforts to become more age-friendly, reflect a commitment to making communities livable for residents of all ages;

WHEREAS, we recognize that longer lives are one of our greatest assets, and that supporting older adults through policies, programs, and multigenerational opportunities enhances the strength and resilience of Otero County;

NOW, THEREFORE, the Otero County Board of Commissioners does hereby proclaim **May 2025 as OLDER AMERICANS MONTH** in Otero County, Colorado, and encourages all residents to celebrate the contributions of older adults and work together to create a future where everyone can age with dignity, purpose, and connection.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of Otero County to be affixed this 12th day of May, 2025.

ATTEST:

Board of County Commissioners of the
County of Otero, State of Colorado:

Clerk & Recorder

Rob Oquist, Chairman

Tim Knabenshue

Jim Baldwin

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Grantee
Otero County

Agreement Number/PO Number
25-HTD-ZL-00196/491003903

Agreement Performance Beginning Date
The Effective Date

Initial Agreement Expiration Date
December 31, 2029

Grant Maximum Amount

State Fiscal Year Funds 2025 \$60,000.00

Total for all State Fiscal Years \$60,000.00

Fund Expenditure End Date
December 31, 2029

Agreement Authority
Authority to enter into this Agreement exists in §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), 43-4-1506, C.R.S; and Senate Bill 23-280.

Agreement Purpose

The purpose of this Agreement is for Grantee to improve hazardous mitigation corridors in Grantee's jurisdiction in accordance with the State of Colorado Fuels Impact Reduction Grant Program.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in §17 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:

Craig Hurst
Department of Transportation
2829 W. Howard Place
Denver, CO 80204
craig.hurst@state.co.us

For Grantee:

Amy White-Tanabe
Otero County
13 W. 3rd Street
La Junta, CO 81050
atanabe@otero.gov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE
Otero County

Signed by:
By: Rob Oquist
Rob Oquist, Commissioner
Date: 5/5/2025

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

DocuSigned by:
By: Keith Stefanik
Keith Stefanik, PE, Chief Engineer
Date: 5/5/2025

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Poni Copelano
By: Department of Transportation

Effective Date: 5/5/2025

TABLE OF CONTENTS

1. PARTIES.....	3
2. TERM AND EFFECTIVE DATE	3
3. DEFINITIONS	4
4. STATEMENT OF WORK	6
5. PAYMENTS TO GRANTEE	6
6. REPORTING - NOTIFICATION	8
7. GRANTEE RECORDS	8
8. CONFIDENTIAL INFORMATION - STATE RECORDS	9
9. CONFLICTS OF INTEREST	10
10. INSURANCE	10
11. BREACH OF AGREEMENT	12
12. REMEDIES.....	12
13. DISPUTE RESOLUTION	14
14. NOTICES and REPRESENTATIVES	14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	14
16. GENERAL PROVISIONS	15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	17

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall

automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software

(including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Increase or Decrease Quantities and Total Price – State's Option

The State, at its discretion, shall have the option to increase or decrease the quantity of Goods and/or Services described in Exhibit A at the same rates and under the same terms specified in this Agreement, which shall increase or decrease the Grant Maximum Amount. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

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

6. REPORTING - NOTIFICATION**A. Quarterly Reports**

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the

State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis

and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

- D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by

this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under

subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest.

At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. RESERVED**U. RESERVED****17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by

reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee 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 fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable

requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**Fiscal Years 2024-2030
Fuels Impact Reduction Grant Program****1. Program Overview**

Certain Colorado communities serve as the distribution points for almost all of the fuel transported in the State. Licensed fuel distributors rely on the hazardous mitigation corridor infrastructure in these communities to support the economic functions of the State. Increasing requirements on fuel composition and blends will cause the infrastructure in these communities to be relied upon even more.

The Fuels Impact Reduction Grant Program (the "Grant Program") was created to provide grants to certain critically impacted communities, governments, and transportation corridors, for the improvement of their hazardous mitigation corridor infrastructure and to support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State. The Fuels Impact Enterprise (the "Enterprise") was created, in part, to administer the Grant Program. As part of the Grant Program, the Enterprise distributes \$10,000,000.00 annually from the Fuels Impact Enterprise Cash Fund (the "Fund") to the following political subdivisions for the improvement of hazardous mitigation corridors in the State:

- Adams County - \$6,400,000
- City of Aurora - \$2,000,000
- El Paso County - \$1,300,000
- Mesa County - \$240,000
- Otero County - \$60,000

The distribution amounts are directly correlated to the percentage of fuel distribution that originates in each jurisdiction. For example, Adams County will receive \$6,400,000.00 each year because 64% of fuel distribution within Colorado originates at the loading facilities in Adams County; 20% of the state's fuel is distributed from the City of Aurora; 13% from El Paso County, 2.4% from Mesa County and 0.6% from Otero County. If a political subdivision is unable to accept the annual distribution, the Enterprise will distribute the unaccepted amounts to the other political subdivisions on a proportionate basis.

The Grant Program will sunset on January 1, 2030.

2. Program Goals

The goals of the Grant Program are to:

- A. Provide grants to critically impacted communities, governments, and transportation corridors for the improvement of hazardous mitigation corridors;
- B. Support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State.
- C.

3. Grantee Responsibilities

- A. Grantee shall use the Grant Funds for the improvement of hazardous mitigation corridors in Grantee's jurisdiction; prioritizing uses related to safety and environmental impacts.
- B. Grantee shall provide the Enterprise with an annual program overview by October 1st of each fiscal year that the Grantee receives Grant Funds from the Grant Program.

- C. Grantee shall establish a spending plan for the funds, ensuring funds are encumbered and or prioritized by January 2030.

4. Enterprise Responsibilities

The Enterprise will administer the Grant Program by:

- A. Imposing a Fuels Impact Reduction Fee in accordance with §43-4-1505(1), C.R.S.
- B. Distributing \$10,000,000.00 from the Fund annually for the improvement of hazardous mitigation corridors in the State; prioritizing uses related to safety and environmental impacts. Funds collected will be distributed each year on or before October 1st of each year in accordance with §43-4-1506(2)(a), C.R.S.
- C. Distributing up to \$5,000,000.00 from the Fund, after making the transfers described in Paragraph 5.B and after providing for the administrative expenses of the Enterprise, to key commercial freight corridors to support state government projects related to emergency responses, environmental mitigation, or to support projects related to the transportation of fuel within the State on routes necessary for the transportation of hazardous materials in accordance with §43-4-1506(3), C.R.S.

5. Budget and Grant Funds Distribution

- A. Grantee has been awarded Grant Funds in the amount of \$60,000.00 for fiscal year 2025 for the improvement of hazardous mitigation corridors in Grantee's jurisdiction. There is no Grantee funding match requirement for this grant. Grantee may use the Grant Funds as local match funds for Grantee's portion of a larger state or federally funded project. Grantee shall spend all Grant Funds within the boundaries of Grantee's jurisdiction.
- B. Grantee shall use the Grant Funds received in a given fiscal year within 5 years of such distribution. At the conclusion of 5 years, Grantee may petition the Enterprise Board in writing for an extension on spending the Grant Funds. That petition must include an update on the Grantee's program for the Grant Funds, and must describe when and how Grantee intends to spend the Grant Funds. The Enterprise Board may approve up to a two-year extension. If Grantee is unable to accept the annual distribution or spend the annual distribution within the 5 year time period, the Enterprise will distribute the unaccepted or unspent amounts to the other political subdivisions on a proportionate basis.
- C. Grant Funds for future fiscal years will be encumbered using an option letter executed in accordance with §5.C of this Agreement.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Adams County	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Grant Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Local Funds \$0.00 Total for All State Fiscal Years \$0.00	Option Letter Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term or End of Term Extension.
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
- C. **For use with all Options that modify the Agreement Maximum Amount:** The Grant Maximum Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Grant Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
--	--

EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT's DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.



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

Office of the Commissioners

May 6, 2025

The Honorable Sean Duffy
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Support for the Southeast Colorado Safe Streets and Roads for All (SS4A) Planning Grant

Dear Secretary Duffy,

Representatives from Otero County have reviewed the information presented by the Southeast Colorado Thriving Communities Program (SECO-TCP) team regarding the coordinated regional grant application for USDOT Safe Streets and Roads for All (SS4A) planning grant funding. This funding will support the development of a Comprehensive Transportation Safety Action Plan for the Southeast Colorado region.

Our local jurisdiction Otero County, plans to actively participate in and support the regional USDOT-SS4A planning grant application submitted by SECO-TCP (or designated lead applicant).

Our local jurisdiction is interested in ensuring the resulting regional Comprehensive Transportation Safety Action Plan includes the following activities relevant to our county:


- Foundational safety analysis establishing baseline conditions and identifying data-driven high-risk areas within our county.
- Identification of roadway characteristics or design elements strongly correlated with safety issues in our county.
- Development of prioritized safety projects and specific countermeasure recommendations applicable to our county.
- Identification of systemic infrastructure safety needs (e.g., specific intersection types, lack of shoulders) informing long-term capital planning.
- Benefit-Cost Analysis or similar economic and engineering documentation elements for future priority projects within our county.

We support this collaborative regional effort, which will provide critical resources to advance transportation safety planning activities in Otero County and across Southeast Colorado.

Thank you for your favorable consideration of the Southeast Colorado Region's SS4A Planning Grant application.

Sincerely,
Otero County Commissioners


Rob Oquist, Chair


Tim Knabenshue

MEMORANDUM OF UNDERSTANDING

Version 4/15/25

This document describes the agreed-upon responsibilities and expectations between the State of Colorado Governor's Office of Federal Funds and Strategic Initiatives (henceforth, "OFFSI") and **Otero County** (henceforth, "COMMUNITY PARTNER") for the technical assistance and grant writing support provided under OFFSI's Thriving Communities Program initiative in Southeast Colorado.

Whereas, OFFSI, working in partnership with Southeast Colorado Economic Development (henceforth, "SECED") and utilizing contracted services from Stantec Inc. (henceforth, "CONSULTANT"), intends to utilize awarded funds from the U.S. Department of Transportation ("USDOT") to provide targeted technical assistance and build capacity for successful grant applications for communities in Southeast Colorado, including the COMMUNITY PARTNER. The Southeast Colorado Safe Streets and Roads for All (SS4A) Regional Planning Grant Application (henceforth, "**PROJECT**"), developed collectively by all participating communities, including the COMMUNITY PARTNER, with facilitation and drafting support from the CONSULTANT, OFFSI, and SECED during the **Project Timeline**.

Whereas, the COMMUNITY PARTNER, representing **Otero County**, affirms its commitment to fully engage in the collaborative development of the **PROJECT** and coordinating with all participating communities, as evidenced by Letter(s) of Support from designated County officials referenced in **Appendix A: Letter(s) of Support**.

SCOPE OF WORK

OFFSI's Thriving Communities Program will provide technical assistance to COMMUNITY PARTNER through partnership with SECED and contracted services from the CONSULTANT, to develop and submit a regional SS4A Planning Grant application.

During the **PROJECT**, designated **County Team** staff and other key stakeholders will participate in the following major phases of the **PROJECT**:

1. Project initiation and management activities led by the CONSULTANT, including the grant kick-off call, weekly check-in meetings, and review of tools such as the application "win matrix"
2. Collaboratively contribute local data and perspectives to support the CONSULTANT in drafting the core narrative, analysis, budget, and mapping elements required for the regional grant application.
3. Review the draft Regional SS4A Application and provide timely feedback from the COMMUNITY PARTNER perspective, coordinated via the CONSULTANT and OFFSI.

4. Assist in the final review and confirmation of the Regional SS4A Application package prepared by the CONSULTANT prior to its submission by the designated lead applicant county.

DELIVERABLES

Successful completion of the **PROJECT** will result in the submission of the Regional SS4A Planning Grant Application, supported by the **County Team**. This application is intended to position the region competitively to secure federal funding through the SS4A program, enabling the development of a regional comprehensive safety action plan and better position communities in Southeast Colorado to secure future transportation funding.

By participating in **PROJECT**, the **County** acknowledges that the project process, results, and any work product developed may be included on the Roadmaps to Recovery website to inform the work of other Colorado communities.

OFFSI ROLES AND RESPONSIBILITIES

Under this agreement, OFFSI serves as the Thriving Communities Program administrator and coordinator. OFFSI is responsible for the following:

1. Work with partner SECED and the CONSULTANT to participate in and **coordinate** the technical assistance activities related to the development and submission of the regional SS4A Planning Grant application (Project) to position the COMMUNITY PARTNER and participating communities for success in securing future transportation funding.
2. Manage the contract with, and payment of, the CONSULTANT providing technical assistance for the **PROJECT**.
3. Provide ongoing guidance and coordination support to the COMMUNITY PARTNER and participating communities related to the Thriving Communities Program and the regional SS4A application process.
4. Provide program materials and communications with and for the COMMUNITY PARTNER and participating communities as needed to support overall **PROJECT** coordination and submission.
5. Clearly communicate project timelines, data needs, and any reporting requirements, and assist the COMMUNITY PARTNER in meeting them.

COMMUNITY PARTNER ROLES AND RESPONSIBILITIES

Under this Agreement, the COMMUNITY PARTNER is responsible for the following:

1. Serve as the primary point(s) of contact representing the County, facilitating communication between the **County** stakeholders, OFFSI, SECED, the CONSULTANT, and other participating communities.

2. Actively participate in all phases of the **PROJECT**, including providing necessary local data and feedback as well as required reporting, for the full **Project Timeline** as detailed in the "Time Period" section below.

To maintain the project budget and schedule, an OFFSI Program Manager shall be assigned to the **PROJECT** and included in all communication with COMMUNITY PARTNERS. The COMMUNITY PARTNER shall not direct the CONSULTANT to carry out tasks or expend hours without the prior approval of OFFSI Program Manager.

FUNDING

This **PROJECT** is funded by the United States Department of Transportation (USDOT). Such funds have been allocated to this **PROJECT** in recognition of the importance of transportation and safety planning. The COMMUNITY PARTNER is not required to provide any match funding to participate in this program.

OFFSI manages the USDOT funds related to this project. All activities in the project shall be conducted in accordance with USDOT and State of Colorado rules and regulations. No funds shall be paid to the COMMUNITY PARTNER for participation in the **PROJECT**.

TIME PERIOD

This Agreement shall remain in effect from the date of signature by all parties through submission of the regional SS4A Planning Grant application (anticipated on or before June 26, 2025), unless modified in writing before that date.

COMPLIANCE WITH LAW

In connection with the activities rendered under this Agreement, OFFSI and the COMMUNITY PARTNER agree to abide by all federal, state and local laws, ordinances, and regulations.

CONFLICT RESOLUTION

If OFFSI and the COMMUNITY PARTNER cannot reach agreement under any dispute, they agree to use senior management from both parties to settle the dispute and to make final decisions.

TERMINATION

By signing this Agreement, the COMMUNITY PARTNER commits to participating, in good faith, in the entirety of this **PROJECT**. Completion of the **PROJECT** is defined as approving, adopting, or operationalizing the strategies developed as part of the **PROJECT**.

Termination of participation in this project can be initiated by OFFSI if another party has breached their responsibilities under this Agreement (see Roles and Responsibilities sections above). Termination must be made in writing to or by the OFFSI Project Manager or the COMMUNITY PARTNER'S lead applicant and must specify the breach in responsibilities made by the other party.

GOVERNING LAW

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by the laws of the State of Colorado.

SIGNATURES

[COMMUNITY PARTNER'S LEAD JURISDICTION]



Rob Oquist, Chair

05/06/25

Date

[STATE OF COLORADO GOVERNOR'S OFFICE OF FEDERAL FUNDS AND STRATEGIC INITIATIVES]

[Manager]

Date

5/12/2025 to 5/16/2025

Commissioner's Calendar

Monday, May 12, 2025

Public Works/Facility Management / LN, DG, RO, TK, JB, AT
Mon 5/12/2025 9:00 AM - 10:00 AM

Economic Development / DB, RO, TK, JB, AT
Mon 5/12/2025 10:00 AM - 11:00 AM
Location: Room 212

Department of Human Services / RO, TK, JB, DR, AT
Mon 5/12/2025 11:00 AM - 12:00 PM
Location: Room 212

Administration / RO, TK, JB, AT
Mon 5/12/2025 12:00 PM - 1:00 PM
Location: Room 212

Otero County Board of Commissioners Public Hearing / RO, TK, JB
Mon 5/12/2025 1:30 PM - 2:30 PM
Location: Room 107 or Zoom

Tuesday, May 13, 2025

Sara Dunn
Tue 5/13/2025 10:00 AM - 11:00 AM

911 Board Meeting
Tue 5/13/2025 11:30 AM - 12:30 PM

Wednesday, May 14, 2025

RESADA / RO
Wed 5/14/2025 10:30 AM - 12:00 PM

Ark River Basin Roundtable / JB

Wed 5/14/2025 12:30 PM - 4:00 PM

Historic Preservation

Wed 5/14/2025 4:00 PM - 5:00 PM

Thursday, May 15, 2025

SEWCD Board Meeting

Thu 5/15/2025 9:30 AM - 12:00 PM

Monday, May 19, 2025

OPI/OCLI

Mon 5/19/2025 8:30 AM - 10:30 AM

Room 107 or Zoom

Emergency Management / RO, TK, JB, DC, AT

Mon 5/19/2025 11:00 AM - 12:00 PM

Location: Room 212

Administration/ AT, RO, TK, JB

Mon 5/19/2025 12:00 PM - 1:00 PM

Location: Room 212

Wednesday, May 21, 2025

Lower Ark Water Conservancy / TK

Wed 5/21/2025 10:30 AM - 11:30 AM

SEBREA / RO

Wed 5/21/2025 12:00 PM - 1:00 PM

SAGE / RO

Wed 5/21/2025 2:00 PM - 3:00 PM