



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

## Office of the Commissioners

# AGENDA

April 11, 2022

- 1.0 Call to Order
- 2.0 Public Comment (limit of 3 minutes)
- 3.0 Presentations
- 4.0 Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
  - a. Approval of Minutes
  - b. Approval of Bills and Payroll
- 5.0 Old Business
- 6.0 New Business
  - a. Ratify: IGA with Southeastern Water Conservancy
  - b. Contract Addendum with SM Construction
- 7.0 Departmental Reports
- 8.0 Commissioners Report
- 9.0 Discussion
- 10.0 Announcements
  - a. North Entrance construction will start soon– Public entrance will be at the Northwest door, near the DMV and the East door off Colorado Ave.
  - b. Good Friday – Otero County offices and Landfill will be closed in observance of Good Friday on April 15, 2022.



March 28<sup>th</sup>, 2022

The Board of County Commissioners now meets pursuant to adjournment.

Present:	John Hostetler	Member
	Rob Oquist	Member
	Amy White-Tanabe	Admin
	Lynda Scott	Clerk

Guests in attendance in person: Tim Knabenshue, Jolly Rose, Bette McFarren, Barry Shiohita, Mike Aragon, and Adrian Hart.

On Zoom: Anne Boswell Taylor.

Pro-Tem Chr. Hostetler called the meeting to order.

Co. Hostetler is asking to approve the Consent Agenda. The agenda contains: approval of the minutes from March 14<sup>th</sup>, 2022, and the approval of the bills and payroll for March 1<sup>st</sup> to March 15<sup>th</sup>, 2022. Co. Oquist motioned to approve. Pro-Tem Chr. Hostetler seconded. Motion carried.

Clerk Scott presented for signature a Festival Permit Application for the La Junta Golf Course for Inspiration Field. They are planning to hold a golf tournament where liquor will be served. They will have safeguards for underage drinking and security on premises. Co. Oquist motioned to approve signature on the permit. Pro-Tem Chr. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented the sales tax report. The county is doing well, we are at a 7.66 percent of cumulative change from this time last year.

Co. Oquist mentioned that he had several meetings, but one stood out. That meeting was with the State and county security managers. They talked about cyber-security and about the motorcycle gangs that are causing problems in Colorado Springs. They also talked about ways they could help. Danny Chavez has a security trailer that he has at the Ark Valley Fair, and they discussed ways the State could help if needed.

Pro-Tem Chr. Hostetler mentioned that he also had several meetings. He attended an OCLI meeting where they discussed the building at the landfill. He attended the Lower Ark Conservation meeting, an informative meeting, where there was talk about adding more passing lanes on Hwy 71 from Rocky Ford to the county line.

Admin. White-Tanabe presented that she is looking into funding for the jail that is needed. She also sat in on the Congressionally Directed Spending meeting with Sen. Bennett's office. The Magistrate Room is finished—on time and on budget.

With no further business the Board adjourned the meeting.

Next meeting will be Monday, April 11<sup>th</sup>, 2022, at 1:30pm.

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Clerk

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Chairman

**OTERO COUNTY PAYMENTS  
MARCH 16 THROUGH MARCH 31, 2022**

Check #	Vendor	Description	Department	Amount
124481	COLORADO SECRETARY OF STATE	DUES & MEETINGS	CLERK	40.00
124482	25-7 MEDIA, INC	STEPP GRANT	HEALTH	650.00
124483	ARK VALLEY DISTRIBUTING	OFFICE SUPPLIES	ADMIN/R&B	171.08
124484	BAUSERMAN'S MARKET	FOOD	JAIL	45.00
124485	BLACK HILLS ENERGY	UTILITIES	VARIOUS	1,299.77
124486	BOB BARKER COMPANY, INC	UNIFORMS	JAIL	99.98
124487	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	310.64
124488	CHRONICLE NEWS	AVERTISING	HEALTH	1,443.00
124489	CITY OF LA JUNTA	TRAINING	E911	813.52
124490	CITY OF LA JUNTA - UTILITIES	UTILITIES	G&B/SHERIFF/JAIL	7,368.59
124491	CITY OF ROCKY FORD	UTILITIES	LAND USE/HEALTH	254.57
124492	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH	1,016.25
124493	CONSULTING WITH A HART LLC	ADVERTISING/LEGAL NOTICES	ADMIN	150.00
124494	DAVID N TRUJILLO, DDS PC	MEDICAL SERVICES	JAIL/AA	1,357.06
124495	DEEP ROCK	OPERATING SUPPLIES	SHERIFF/JAIL	135.31
124496	DOMINION VOTING SYSTEMS, INC.	CONTRACT SERVICES	ELECTIONS	37,683.38
124497	DOOLEY ENTERPRISES, INC	TRAINING	SHERIFF/JAIL/TRANSPORT	3,013.46
124498	DRIVERS LICENSE GUIDE COMPANY	STEPP GRANT	HEALTH	571.00
124499	GALLS, LLC	UNIFORMS/TRAINING	SHERIFF	204.90
124500	GOBIN'S INC	MAINTENANCE CONTRACTS	VARIOUS	401.62
124501	GRAINGER, INC	BUILDING MAINT/REPAIRS	G&B	104.62
124502	GREAT AMERICA LEASING CORP.	CTC GRANT	HEALTH	84.16
124503	HOLLY HUERTA	TRAVEL	CLERK	154.35
124504	HUERFANO WORLD JOURNAL	ADVERTISING	HEALTH	990.00
124505	INTELLICHOICE, INC	JAIL BASED SERVICES (JBBS)	STATE GRANTS	34,200.00
124506	JAILCORE	JAIL BASED SERVICES (JBBS)	STATE GRANTS	6,000.00
124507	JERRY D. BAY	P & Z BOARD FEES	LAND USE	78.00
124508	JERRY HENDERSON	TRAVEL	ADULT SERVICES	40.00
124509	JIM COLLINS	TRAVEL	ADULT SERVICES	279.00
124510	JOHN DEERE FINANCIAL	BUILDING MAINT/REPAIRS	G&B/SHERIFF	408.92
124511	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	1,148.32
124512	JR THOMPSON	P & Z BOARD FEES	LAND USE	60.90
124513	KIOWA COUNTY PRESS	ADVERTISING	HEALTH	160.00
124514	KVAY-FM	ADVERTISING	HEALTH	350.00
124515	LA JUNTA TRADING COMPANY, INC	BT GRANTS	HEALTH	155.80
124516	LA JUNTA VALLEY TIRE SHOP	BUILDING MAINT/REPAIRS	G&B	18.95
124517	LAWSON PRODUCTS, INC	BUILDING MAINT/REPAIRS	G&B	35.47
124518	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	492.96
124519	LYLE & SONS PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	G&B	584.89
124520	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	1,121.56
124521	MID-AMERICAN RESEARCH CHEMICAL	BUILDING MAINT/REPAIRS	G&B	449.03
124522	MIGUEL A ESTRADA-HURTADO	BLDG UTIL/MAINT - RF	HEALTH	50.00
124523	MOBILE RECORD SHREDDERS	DOCUMENT SHREDDING	ADULT SERVICES	40.00
124524	MORGAN & SONS GLASS INC	SHOP MAINTENANCE	R&B	1,977.60
124525	NATALIE A. EDMUNDSON	CONTRACT SERVICES	LAND USE	1,380.00
124526	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/JAIL/HEALTH	253.78
124527	O'REILLY AUTO PARTS	BUILDING MAINT/REPAIRS	JAIL	69.45
124528	OTERO COUNTY CLERK	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF	11.56
124529	OTERO COUNTY COMMISSIONERS	RENT/OPERATING	ADULT SERVICES	3,181.95
124530	OTERO COUNTY SHERIFF DEPT.	SUPPORTIVE SERVICES	HEALTH	44.32
124531	OTERO COUNTY SOCIAL SERVICES	SALARIES/OPERATING	ADULT SERVICES	10,025.16
124532	NOT A CHECK			-
124533	PERKINS CHRYSLER DODGE JEEP RAM LJ	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF	1,054.45
124534	PITNEY BOWES, INC	MAINTENANCE CONTRACTS	VARIOUS	205.08
124535	PROFORCE LAW ENFORCEMENT	FIREARMS	SHERIFF	1,287.00
124536	QUADIANT FINANCE USA, INC	POSTAGE, BOX RENT, ETC	SHERIFF	50.00
124537	ROCKY FORD GROWERS COOP ASSN	BUILDING MAINT/REPAIRS	G&B	240.00

Check #	Vendor	Description	Department	Amount
124538	SANTA FE SENIOR CITIZENS	REPAIRS & MAINTENANCE	SENIOR CENTERS	35.00
124539	SIGNS & DESIGNS	SIGNS	R&B	277.50
124540	STATE OF COLO DPA ACCOUNTING	POSTAGE, BOX RENT, ETC	CLERK	1,001.06
124541	TASCOSA OFFICE MACHINES, INC	OPERATING	CSBG	17.26
124542	TERESA WADLEIGH	TRAVEL	AAA	31.50
124543	THE RANGE LEDGER	ADVERTISING	HEALTH	436.50
124544	TOTAL OFFICE SOLUTIONS	OFFICE SUPPLIES	ADMIN	87.06
124545	VERICOR, LLC	SPECIAL PROJECTS	HEALTH	5,657.42
124546	VIAERO WIRELESS	TELEPHONE	VARIOUS	2,031.62
124547	VINCE TATUM	P & Z BOARD FEES	LAND USE	65.42
124548	WAGNER EQUIPMENT CO	PARTS/SERVICE	R&B	896.39
124549	WALMART / CAPITAL ONE	OPERATING/FOOD	SHERIFF/JAIL	194.45
124550	WASHINGTON COUNTY SHERIFFS OFFICE	BOARDING PRISONERS	JAIL	1,540.00
124551	WELLS THEATER	STPEP GRANT	HEALTH	1,000.00
1499	SM CONSTRUCTION INC	COURTHOUSE REMODEL/SINGLE ENTRY	CAPITAL IMPROVEMENT	124,404.75
1500	16TH JUDICIAL DISTRICT	16TH JUDICIAL DISTRICT	INTERGOVERNMENTAL	40,067.20
1501	AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES	SHERIFF/JAIL	69.82
1502	ARCSEARCH CORPORATION	ERTB GRANT	CLERK	69,548.23
1503	BENITA GONZALES	CONSUMABLES	SENIOR CENTERS	20.33
1504	CENTURYLINK - SEATTLE, WA	PURCHASED SERVICES-COMM	E911	9,026.64
1505	CLEAN VALLEY RECYCLING	AAA GENERAL FUND	AAA	1,450.00
1506	DEAN W CHASE	TRAVEL	ADULT SERVICES	196.88
1507	DIGITCOM ELECTRONICS, INC	RADIO REPAIR	SHERIFF	13.50
1508	FLOYD R WARD JR	TRAVEL	ADULT SERVICES	254.00
1509	GCR TIRES & SERVICE	TIRES	SHERIFF/R&B	3,704.48
1510	GT INDEPENDENCE	FMS CLIENT SERVICES/FEE EXPENSE	VDC	36,999.42
1511	HIGH PLAINS AUDIOLOGY LLC	AAA GENERAL FUND	AAA	2,600.00
1512	J&A TRAFFIC PRODUCTS	SIGNS	R&B	3,832.50
1513	LOCK MONKEY INC	BUILDING MAINT/REPAIRS	G&B	70.00
1514	MEDICAL SYSTEMS OF DENVER, INC	LABORATORY SERVICES	HEALTH	345.14
1515	MUSTAPHA BEQQI	TRAVEL	ADULT SERVICES	205.00
1516	NORTH AMERICAN RESCUE LLC	MEDICAL SERVICES	JAIL	23.16
1517	POINT EMBLEMS, LLC	OPERATING SUPPLIES	SHERIFF	1,615.00
1518	PSA WORLDWIDE CORP	ADVERTISING	HEALTH	3,020.69
1519	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	804.21
1520	ROBERT BLAIR	CSBG COVID FOOD	CSBG	40.50
1521	ROCKY FORD FOOD MARKET LLC	FOOD	JAIL	1,015.61
1522	SAMANTHA BEEDY	TRAVEL	ADULT SERVICES	922.76
1523	THE HOME DEPOT PRO	BUILDING MAINT/REPAIRS	G&B/JAIL	817.04
1524	UNITED REPROGRAPHIC SUPPLY, INC	OPERATING SUPPLIES	LAND USE	100.14
1525	USDA - APHIS-WS	PREDATOR CONTROL-PROF SVC	RODENT CONTROL	3,166.69
1526	WEAR PARTS & EQUIPMENT CO, INC.	PARTS/SERVICE	R&B	66.00
				441,487.28

Fund Summary

010 - GENERAL FUND	216,876.35
012 - CAPITAL IMPROVEMENT FUND	124,404.75
020 - ROAD & BRIDGE FUND	11,051.25
040 - AAA FUND	43,024.20
070 - GENERAL HUMAN SERVICES	17,953.40
080 - HEALTH FUND	17,140.75
090 - CLERK HIRE FUND	1,196.42
095 - E-911	9,840.16
441,487.28	

## **Intergovernmental Agreement Between Southeastern Colorado Water Conservancy District and Otero County**

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into this 30<sup>th</sup> day of March, 2022, by and between the Southeastern Colorado Water Conservancy District (“SECWCD”), acting by and through the Southeastern Colorado Water Activity Enterprise (“SECWAE”), and the County of Otero (“County”). The parties to this Agreement may be referenced individually herein as a “Party” or collectively as “Parties”.

### **RECITALS**

WHEREAS, clean and reliable supplies of water for municipal and domestic use are essential to the economy, health, safety and welfare of the citizens of the State of Colorado, Otero County and SECWCD; and

WHEREAS, the Arkansas Valley Conduit (“AVC”) will be a 130-mile pipeline with spurs that will serve approximately 50,000 people east of Pueblo and will include the treatment and delivery of water from Pueblo Reservoir; and

WHEREAS, the Colorado Water Conservation Board (“CWCB”) has approved a \$10 million grant and a \$90 million loan to SECWCD to provide non-federal cost-share funding for the AVC; and

WHEREAS, the Parties desire that Otero County serve as the fiscal agent to provide certain administrative services set forth in this Agreement and to receive CWCB grant funding for use in construction of AVC spur lines with SECWCD to contribute support staff to County at no cost to County; and

WHEREAS, the Parties have statutory authority to enter into this agreement and perform the duties set forth herein; and

WHEREAS, the Parties enter into this Agreement on the belief that it is in the best interests of their respective constituents and customers.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. Purpose.**

This Agreement is entered into pursuant to Article XIV §18 of the Colorado Constitution and C.R.S. §29-1-203, to establish a framework for Otero County to serve as fiscal agent for the CWCB grant funds related to the AVC, for SECWAE to administer loan funds from the CWCB, and for the parties to implement a long-term

plan for the application of such funds towards the design, construction, operation, maintenance, and repairs of the AVC.

## **II. Definitions.**

- A. "AVC" refers to the planned Arkansas Valley Conduit as authorized by Public Law 87-590, as amended by Public Law 111-11.
- B. "AVC Participants" are those municipalities, water and sanitation districts, water associations, and other organizations that will be beneficiaries of the AVC and will obtain Project Water delivered through the AVC.
- C. "CWCB" means the Colorado Water Conservation Board created pursuant to C.R.S. § 37-60-102.
- D. "Master Contract" means Contract No. 11XX6C0011 between SECWCD and The Bureau of Reclamation resulting from SECWCD's request to the United States for a Long-term Excess Capacity Master Contract for storage of Non-Project municipal/industrial/domestic water in Project facilities by SECWCD and AVC Participants.
- E. "Non-Project Water" shall mean water that (i) is not defined as project water herein; and (ii) was included in meeting the demands of the AVC Participants and was analyzed as part of the National Environmental Policy Act process resulting in Final Environmental Impact Statement dated August, 2013.
- F. "Project" means the Fryingpan Arkansas Project, as authorized by Public Law 87-590 (76 Stat. 389), as amended, including the amendment in 2009 by Public Law 111-11, which authorized annual federal funding for constructing the AVC.
- G. "Project Water" shall mean the water available to the Project through the State of Colorado decreed water rights for the Project pursuant to the Project Operating Principles set forth in House Document 130, 87th Congress, 1st Session, 1961.
- H. "Reclamation" means the United States Bureau of Reclamation.

## **III. Background.**

- A. SECWCD is a statutory water conservancy district organized pursuant to C.R.S. § 37-45-101, *et seq.* SECWCD formed the Southeastern Colorado Water Activity Enterprise pursuant to C.R.S. § 37-45.1-101, *et seq.*
- B. On March 30, 2009, the Omnibus Public Land Management Act of 2009 (Pub. L. 111-11) amended the original Project authorization (Public Law 87-590). Public Law 111-11 authorized annual appropriations as necessary for construction of the AVC and included a cost-sharing plan.

- C. Some of the AVC Participants are located within the boundaries of both SECWCD and Otero County.
- D. In August, 2013, Reclamation issued the AVC and Long-Term Excess Capacity Master Contract Final Environmental Impact Statement (“FEIS”) in which it proposed three federal actions: (1) construction and operation of the AVC; (2) issuance of a Pueblo Dam North-South Outlets Works Interconnect Long-Term Conveyance Contract; and (3) Issuance of a Long-Term Excess Capacity Master Contract to SECWCD. The Master Contract has been completed and issued.
- E. Reclamation and SECWCD jointly prepared the AVC Project Management Plan dated April, 2020, which calls for two subprojects: (1) the Reclamation Sub-Project, which entails construction and funding of a “trunk line” for which Reclamation will serve as the lead agency; and (2) the Southeastern Sub-Project, which entails the design and construction of “spur and delivery lines” funded with non-Reclamation funds, including state funds provided by the CWCB.
- F. In H.B. 20-1403, the Colorado General Assembly authorized a loan up to \$90,000,000 and a Non-Reimbursable Investment of \$10,000,000 from the CWCB to provide non-federal cost-share funding for the AVC.

#### **IV. Responsibilities.**

In furtherance of the Southeastern Sub-Project, SECWAE and Otero County shall cooperate and each have the following responsibilities:

##### **A. SECWAE Responsibilities:**

- 1. SECWAE represents and warrants that it is an “Enterprise” as defined in Article X, Section 20(2)(d) of the Colorado Constitution (“TABOR”) and that it is authorized to enter into the multiple-fiscal year financial obligations provided in this Agreement, notwithstanding Article X, Section 20(4)(b) of the Colorado Constitution. SECWAE will maintain its status as an “Enterprise” throughout the course of this Agreement.
- 2. SECWAE will obtain, manage, and administer the CWCB \$90,000,000 loan for costs related to the AVC.
- 3. Subject to any necessary approvals from the Colorado General Assembly or the CWCB, SECWAE hereby delegates to Otero County its authority to receive the \$10,000,000 Non-Reimbursable Investment from the CWCB, for Otero County to use and administer pursuant to this Agreement.
- 4. SECWAE will deposit loan funds received from CWCB in an interest-bearing account, to pay for the design, engineering, operation, maintenance, replacement, and environmental compliance for the AVC.
- 5. SECWAE shall retain oversight authority over Otero County’s administration

of the CWCB grant funds to ensure compliance with this Agreement and that all funds are used in furtherance of the AVC project's mission. SECWAE may inspect the County's CWCB grant records upon request, which request shall not be unreasonably denied.

6. SECWAE will cooperate with Otero County and the CWCB in seeking amendment to §17(2)(a) of H.B. 20-1403, 2020 Colo. Sess. Laws 644, 649-50, as may be necessary for Otero County to serve as fiscal agent for the \$10,000,000 Non-Reimbursable Investment from the CWCB.

**B. Otero County Responsibilities.**

1. Otero County warrants and represents that (i) it is a "District" as defined in Colo. Const. Art. X, § 20 ("TABOR"); (ii) it has received a broad form of voter approval to keep and spend revenue in excess of TABOR's limitations [Otero County Referendum 1A, 1995 Coordinated Election]; and (iii) it is authorized to enter into this agreement notwithstanding Section 4(b) of TABOR. Otero County further warrants and represents that the acceptance of grant funding from the CWCB, and its service as a fiscal agent for those funds, will not cause any violation of, or any required election under TABOR.
2. Otero County will obtain, manage, and administer the \$10,000,000 Non-Reimbursable Investment from the CWCB for costs related to the AVC.
3. Otero County shall keep all estimates and accounting reasonably necessary to facilitate the transfer of funds and payments for the CWCB Non-Reimbursable Investment, and shall prepare an annual report documenting all costs and expenditures as well as summarizing progress to date and anticipated future work.
4. Otero County will deposit funds received from CWCB in an interest-bearing account, for use to pay for the design, engineering, and construction of the AVC spur lines.
5. Otero County shall receive and administer all CWCB grants for design, engineering and construction of the AVC spur lines. The funds must be granted in the County's name and shall be maintained by the County in a separate bank account for the exclusive benefit of the AVC project.
6. Otero County shall comply with all requirements imposed by the CWCB, and by any other agency granting funds for the AVC project, for the accounting and administration of such funds.
7. Otero County will not assume any debt obligation for SECWCD or SECWAE or any other parties while operating as fiscal agent for the AVC project.
8. SECWAE, or any of its duly authorized representatives, shall have the right to inspect, examine, and audit the County's records, books, accounts, and



other relevant documents relating to the CWCB grant funding at any time. Otero County will cooperate with the State Auditor or any other state agency if any audit is performed pursuant to state law.

**V. Project Plan and Implementation.**

SECWAE and Otero County agree to cooperate with each other and accept the following further responsibilities in preparation for AVC development and construction as outlined below.

- A. Further Intergovernmental Agreements Necessary: SECWAE and the County agree to initiate discussions with AVC Participants and the other five counties in the AVC service area [Pueblo, Bent, Crowley, Prowers, and Kiowa Counties], to negotiate and execute Intergovernmental Agreements, as may be necessary, for implementation of the AVC project. In particular, the Parties anticipate that such Intergovernmental Agreements likely will include (1) the formation of a Water Authority pursuant to C.R.S. § 29-1-204.2 which may involve all six counties and several municipalities served by the AVC; and (2) an intergovernmental agreement pursuant to C.R.S. § 29-1-203 between said Water Authority and SECWAE, to provide for shared governance and financing for the AVC, including any necessary repayment of the CWCB loan and federal financial support for the AVC.
- B. Fee for Performance of Fiscal Agent Duties. In consideration of Otero County's performance of the services described in this Agreement, and to cover Otero County's administrative, overhead, and other expenses in connection with the Project, the Sponsor shall receive an amount not to exceed one percent (1%) of the Non-Reimbursable Investment from the CWCB. Such amount shall not exceed the reasonable and necessary costs and expenses Otero County incurs in performing the services of fiscal agent as provided in this Agreement.

**VI. Dispute Resolution.**

If a dispute arises between the Parties relating to this IGA, then the following procedure shall be followed:

- A. The Executive Director of SECWAE and a representative from Otero County or their designees shall hold a meeting promptly, but in no event later than 20 calendar days from the written referral of the dispute by any party, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled under this IGA unless otherwise agreed to by the Parties in writing.

- B. If, within 20 calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- C. The Parties agree to participate in good faith in the mediation and related negotiations for a period of 30 calendar days. The substantive law of the State of Colorado shall apply to the proceedings, but the rules of procedure and evidence need not be adhered to. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other legal remedy. The Parties agree to reasonably expedite any legal proceedings brought hereunder in order to obtain a prompt resolution.

**VII. Assignment and Delegation.**

Neither Party may assign or delegate its rights and obligations under this IGA.

**VIII. Term.**

This Agreement shall be perpetual and remain in full force and effect until: (a) the Parties mutually determine and agree in writing that all work on the AVC as provided in this IGA has been completed; or (b) this IGA is superseded by a new written agreement between the Parties.

**IX. Reduction Clause.**

This IGA represents the entire agreement of the parties, and neither party has relied on any fact or representation not expressly set forth herein. This IGA supersedes all prior agreements and understandings of any type, both written and oral among the parties with respect to the subject matter hereof.

**X. Miscellaneous Provisions.**

**A. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section X.A):

To SECWAE:            Executive Director  
                             Southeastern Colorado Water Conservancy District  
                             31717 United Avenue  
                             Pueblo, CO 81001  
                             Facsimile: (719) 948-0036

To Otero County: Otero County Administrator  
Otero County Courthouse  
13 West Third Street, Room 212  
La Junta, CO 81050  
Facsimile: (719) 383-3090

**B. No Impairment of Existing Contracts.** Nothing in this Agreement shall impair, amend, limit, abridge, contravene or otherwise affect the rights of any Party under any existing contracts or agreements.

**C. No Restriction on Water Powers or Parties.** Nothing herein shall be deemed or construed to restrict, prohibit, or otherwise limit any Party from obtaining water services, facilities, or programs from any source that such Party may desire on its own or in a combined manner with anyone.

**D. Full Force and Effect.** Except as hereinafter provided, this Agreement and the contractual obligations and rights hereunder shall continue in full force and effect until amended or modified by the Parties.

**E. Liability of Parties.** No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon each Party nor the breach thereof, nor the issuance and sale of any bonds by a Party, shall constitute or create an indebtedness of the other Parties within the meaning of any Colorado constitutional or statutory provision. Unless otherwise agreed in writing between any of the Parties, no Party shall have any obligation whatsoever to repay any debt or liability of the other Party.

**F. Headings for Convenience Only.** Paragraph headings and titles contained in this IGA are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this IGA.

**G. Amendment.** This IGA may be modified, amended or changed in whole or in any part only by an agreement in writing duly authorized and executed by the Parties with the same formality as this IGA.

**H. Severability.** Invalidity of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

**I. Effect of Invalidity.** If any portion of this IGA is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, the parties agree to use their best efforts to reform as soon as possible any such invalidity and achieve a valid agreement that accomplishes the purposes of this IGA as originally set forth.

**J. No Third-Party Beneficiaries.** There are no express or implied third party beneficiaries of this Agreement. No third party has any right to enforce this Agreement.

**K. Governing Law.** This IGA and its application shall be construed in accordance

with the laws of the State of Colorado.

**L. No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of this IGA, the parties agree that each shall be responsible for their own costs and attorneys' fees associated with any such activities, with the exception of any claims found by the courts to be frivolous or groundless as per Colorado statutes.

**M. Intent of Agreement.** This IGA is intended to describe the rights and responsibilities of and between SECWAE and Otero County; is not intended to, and shall not be deemed to, confer rights upon any persons or entities not signatories hereto; nor to limit, impair or enlarge in any way the powers, regulatory authority and responsibilities of the Parties, or any other governmental entity not a party hereto.

**N. Non-Business Days.** If the date for any action under the IGA falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date shall be extended automatically until the next business day.

**O. Successors.** This IGA and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

**P. Counterparts.** This Agreement may be executed in counterparts, each of which, when combined, shall be deemed to be an original. Facsimile or scanned signatures shall be an acceptable form of execution of this Agreement.

**Southeastern Colorado Water  
Conservancy District, acting by and  
through Southeastern Colorado Water  
Activity Enterprise**

**Otero County**

By: \_\_\_\_\_

By: 

Printed  
Name: \_\_\_\_\_

Printed  
Name: John Hostetter, pro tem

**SECOND  
AMENDMENT/ADDENDUM TO  
CONSTRUCTION CONTRACT**

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

**WITNESSETH:**

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

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

**WHEREAS**, the County has now determined that the lobby located in the Courthouse must be renovated and several exterior doors must be replaced; and

**WHEREAS**, the Contractor has agreed to renovate the lobby and replace the doors for an additional fee; and

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

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

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

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

- (a) Article 3 of the Construction Contract is amended to include "Planter Work and Carpet in Lobby" to the Contract Documents (Section 3.1) describing the work to be done for the renovation of the lobby area, a copy of which is attached.

- (b) Article 3 of the Construction Contract is amended to include "Replacement of Exterior Doors" to the Contract Documents (Section 3.1) describing the work to be done for the replacement of exterior doors, a copy of which is attached.
- (c) Article 6 of the Construction Contract is amended to read as follows:

ARTICLE 6. CONSIDERATION: County shall pay Contractor up to the sum of \$809,502.00 for the performance of the Work described in the Contract Documents as the "design/build a single-entry to the Courthouse and to remodel judicial space" project, subject to additions and deductions by Change Order as provided for hereinafter.

County shall pay Contractor for its services as follows:

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF OTERO COUNTY, STATE OF  
COLORADO

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Chairman Pro Tem

SM CONSTRUCTION, INC.

By: \_\_\_\_\_  
SUSAN MORRIS  
President

STATE OF COLORADO     )  
  ) ss.  
County of Otero            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by John Hostetler, Chairman Pro Tem of the Board of County Commissioners of Otero County, State of Colorado, and Lynda Scott, County Clerk.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO     )  
  ) ss.  
County of                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Susan Morris, President of SM Construction, Inc.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

PLANTER WORK AND CARPET IN LOBBY

Date: January 18, 2022

Otero County  
Amy White-Tanabe, County Administrator  
13 West 3rd Street Room 212  
La Junta, Colorado 81050

Subject: Request for Proposal for Planter Work and Carpet in Lobby  
Project: Design/Build of a Single-Entry into the Courthouse and a Remodel of Judicial Space

SM Construction Inc. is pleased to provide you with our proposal to remove ceramic tile and install in main lobby.

Upon signed proposal SM Construction Inc. will schedule and allocate 10 working days to complete project in full. Does not include lead time for cabinets which will be on hand prior to the work in the field. Our proposal includes all labor and material required for a complete installation. Our price is valid for a period of thirty (30) days.

**Inclusions:**

**Remove Existing Ceramic Tile and Walk Off Mat Flooring**  
**Prep and Level Existing Slab**  
**Supply and Install Mohawk Interthread MID Grey Glue Down Carpet Tile**  
**Removal of Existing Planter Step-Style Wall**  
**Extension of Existing Concrete Slab to In-Fill Existing Dirt Planter**  
**Patching Wall at Locations Where Wall Intersects Wall.**

Note: Corner Bench is not included due to concerns about attachment to the existing wall. Possibly free-standing benches like those on the second floor would be suitable.

**Pricing: Carpet Only \$ 11,600.00**  
**Planter Wall, Slab \$7,435.00**  
**LUMP SUM \$19,035.00**

Thank you for the opportunity to submit our proposal for this project. Please do not hesitate to contact us if you have any questions, comments, or concerns.

Respectfully,

Susan Morris  
President  
(661) 201-2439



REPLACEMENT OF EXTERIOR DOORS

Date: January 20, 2022

Otero County  
Amy White-Tanabe, County Administrator  
13 West 3rd Street Room 212  
La Junta, Colorado 81050

Subject: Request for Proposal for Replacement of Exterior Doors  
Project: Design/Build of a Single-Entry into the Courthouse and a Remodel of Judicial Space

SM Construction Inc. is pleased to provide you with our proposal to replace existing exterior doors as follows:

**Inclusions:**

**Replace Pair of Doors (East Facing Personnel Entrance)\***

**Replace Pair of Doors (South Facing Personnel Entrance)\***

**\*New pairs of doors to be 375-Medium Stile. Rim Panic Hardware. Removable Center Mullion. Continuous Hinge. 1" Insulated Glass LowE. Install on Existing Opening Frame.**

**Replace Single Door (East Facing DMV Entrance)\*\***

**\*\* New 3070 door to be 375-Medium Stile. Rim Panic Hardware. Removable Center Mullion. Continuous Hinge. 1" Insulated Glass LowE. Install on Existing Opening Frame.**

**Existing ADA Opener will be removed and reinstalled on this opening.**

**Pricing:**

Morgan & Sons Glass Inc. - \$20,092.00

Automated Access – \$2,645.00

SMC Supervision and Markup – \$3,410.00

**Lump Sum \$ 26,147.00**

Thank you for the opportunity to submit our proposal for this project. Please do not hesitate to contact us if you have any questions, comments, or concerns.

Respectfully,

Susan Morris  
President  
(661) 201-2439

[ocw@oterogov.org](mailto:ocw@oterogov.org)

**Mon 11 Apr 2022**

10am - 11am Economic Development

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

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

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

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

**Tue 12 Apr 2022**

All day Accounts Payable - RO

10am - 12pm Otero Construction Conference

1pm - 2pm CTSI - John Wagner

2pm - 3pm Bruce Fickenscher

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

**Wed 13 Apr 2022**

10am - 11am SCEDD -- RO

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

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

4pm - 5pm Historic Preservation

**Fri 15 Apr 2022**

All day County Offices Closed - Good Friday

**Sun 17 Apr 2022**

All day Easter Sunday

[ocw@otero.gov](mailto:ocw@otero.gov)

**Mon 18 Apr 2022**

8:30am - 10:30am OPI/OCLI

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

12pm - 1pm Administration

1pm - 2pm Sheriff Mobley

**Tue 19 Apr 2022**

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

**Wed 20 Apr 2022**

10:30am - 11:30am Lower Ark Water Conservancy -- JH

12pm - 1pm SEBREA -- RO, DB

2pm - 3pm SAGE -- RO

**Fri 22 Apr 2022**

12pm - 1:30pm CCI Legislative Briefing

**Mon 25 Apr 2022**

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

10am - 11am Economic Development

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

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

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

1:30pm - 2:30pm Land Use

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

3pm - 4pm SECOR