



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

May 9, 2022

1. Call to Order
2. Public Comment (limit of 3 minutes)
3. Presentations
4. Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
 - a. Approval of Minutes
 - b. Approval of Bills and Payroll
5. Old Business
6. New Business
 - a. SM Construction Agreement – 3rd Amendment
 - b. Intergovernmental Agreement between Otero and Bent – Veteran Service Officer
 - c. RMMI Contract
 - d. Highway 50 – Highway Improvement Grant
7. Departmental Reports
8. Commissioners Report
9. Discussion
10. Announcements
 - a. Courthouse Public Access Plan – Construction Period – Mid May until Fall



April 25th, 2022

The Board of County Commissioners now meets pursuant to adjournment.

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

Guests in attendance in person: William Ehrlich, Shawn Mobley, Barry Shiohita, Bette McFarren, Anne Boswell, Jolly Rose, Danny Chavez, Tim Knabenshue, Marvin & Sherry Cordova.

Sherry Cordova presented information on the Rocky Ford Boxing Club that her and her husband run. The Boxing Club has been in the valley since 2019 and she asked for a \$650.00 scholarship donation to help 5 kids participate in the program. The program is a nonprofit under the Small Town Project. They check with the schools for eligibility on the kids that box, if the kids do not keep up their grades, then they cannot box.

Chr. Baldwin called the meeting to order and asked for approval of the Consent Agenda. The agenda contains: approval of the minutes from April 11th, 2022, and the approval of the bills and payroll for April 1st to April 15th, 2022. Co. Oquist moved to approve the consent agenda. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented Resolution #2022-05. A resolution appropriating additional sums of money to defray expenses more than amount budgeted for Otero County, Colorado. The funds are for the Medical Trust, Insurance Fund, and the American Rescue Plan Fund. Co. Hostetler motioned to approve the resolution. Co. Oquist seconded. Motion carried.

Admin. White-Tanabe presented Resolution #2022-06. A resolution revoking the Otero County Travel & Training Policy adopted April 4, 2016 and adopting a new Otero County Travel and Training Policy. Co. Oquist motioned to approve the resolution. Co. Hostetler seconded. Motion carried.

Danny Chavez, Emergency Manager, presented that we have had a busy fire season already this year and would like to put Otero County on Stage 1 Fire Restrictions. The restriction will be in effect until released. Discussion was held. Co. Hostetler motioned to approve the fire restrictions. Co. Oquist seconded. Motion carried.

Danny Chavez reported on the fire at Bent's Fort. There was a fire call out at Hwy 350, it had not spread much; and had instead called for an evacuation on Road Z. He highly encouraged people to get the emergency alerts. Shawn Mobley also said to check to make sure that you are on the list correctly. Keep important papers and stuff you may need handy in case you have to get out quickly.

Sheriff Shawn Mobley talked about the fire response, and how well it went. Discussion was held.

Admin. White-Tanabe presented the sales tax report. There was a 9.65% cumulative change from a year ago and a month change of 11.62%. County is doing well. Mr. Shiohita mentioned that he like the table that was presented and asked about the big jump in March. The answer was the tax revenues we get now from online sales.

Co. Oquist said that he attended the CASA luncheon and feels that it is a great organization for kids. One of the CASA volunteers, and the family she helped, gave a talk about what happened with them, how they were helped, and the impact of having a volunteer in their corner.

Co. Hostetler attended an OCLI meeting, and they talked about the building they are putting up, the plumbing is now in, as is the foundation. He also attended the Lower Ark Conservancy meeting and they talked mostly about the conduit.

Ms. Boswell asked about the collective bargaining legislation. It has not, at this time, been dropped yet. Discussion was held.

With no further business the Board adjourned the meeting.

Next meeting will be Monday, May 9th, 2022, at 1:30pm.

Clerk

Chairman

OTERO COUNTY PAYMENTS
APRIL 16 THROUGH APRIL 30, 2022

Check #	Vendor	Description	Department	Amount
124652	SAGE SERVICES, INC.	BRIC GRANT PURCHASES	ADULT SERVICES	2,647.20
124653	JEFFERSON COUNTY PUBLIC TRUSTEE	DUES & MEETINGS	TREASURER	200.00
124654	VISA	BENT FORT FIRE/OPERATING	R&B/EMERGENCY MGMT	2,509.41
124655	AMERICAN ELECTRIC COMPANY	BUILDING MAINT/REPAIRS	G&B	813.00
124656	ANGEL ESTRADA	DRUG TESTING & DOT PHYSICALS	R&B	275.00
124657	ARK VALLEY DISTRIBUTING	OFFICE SUPPLIES	ADMIN	61.92
124658	BLACK HILLS ENERGY	UTILITIES	SENIOR CENTER/R&B	613.86
124659	BOB BARKER COMPANY, INC	UNIFORMS	JAIL	117.24
124660	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	158.00
124661	CAVENEY AUDIOLOGY, LLC	AAA GENERAL FUND	AAA	2,213.56
124662	CITY OF LA JUNTA	PURCHASED SERVICES-COMM	E911	345.00
124663	CITY OF LA JUNTA - UTILITIES	UTILITIES	VARIOUS	7,865.20
124664	CITY OF ROCKY FORD	UTILITIES	LAND USE/HEALTH	254.30
124665	COLORADO ASSESSOR ASSOCIATION	DUES, MEETINGS & TRAINING	ASSESSOR	400.00
124666	COLORADO DEPT OF PUBLIC HEALTH	OWTS SURCHARGE	LAND USE	220.00
124667	COLORADO FIRECAMP, INC	TRAINING	SHERIFF	575.00
124668	COUNTY SHERIFFS OF COLORADO	CONCEALED HAND GUN PERMIT	SHERIFF	100.00
124669	DAYLIGHT DONUTS	DUES & MEETINGS	R&B	23.80
124670	DEEP ROCK	OPERATING SUPPLIES	SHERIFF/JAIL	164.80
124671	FASTENAL COMPANY	OPERATING SUPPLIES	JAIL	399.84
124672	GALLS, LLC	OPERATING SUPPLIES/UNIFORMS	SHERIFF/JAIL	761.24
124673	GOBIN'S INC	MAINTENANCE CONTRACTS	LAND USE/EM MGMT	408.94
124674	GRAINGER, INC	BUILDING MAINT/REPAIRS	G&B	539.37
124675	GREAT AMERICA LEASING CORP.	CTC GRANT	HEALTH	84.16
124676	HIGH WATCH RECOVERY CENTER	OD2A GRANT	HEALTH	524.00
124677	JERRY D. BAY	P & Z BOARD FEES	LAND USE	78.00
124678	JOHN DEERE FINANCIAL	PARTS/SERVICE	R&B	561.96
124679	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	709.00
124680	JR THOMPSON	P & Z BOARD FEES	LAND USE	60.90
124681	LA JUNTA PRINTING COMPANY INC	OPERATING SUPPLIES	ANIMAL CONTROL	198.50
124682	LAWSON PRODUCTS, INC	BUILDING MAINT/REPAIRS	G&B	157.39
124683	LEDS, INC.	COMPUTER EQUIPMENT	CLERK/ELECTIONS	10,093.88
124684	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	435.00
124685	LYLE & SONS PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	JAIL/CSBG	1,760.00
124686	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	84.00
124687	MID-AMERICAN RESEARCH CHEMICAL	ARP 1.4 PUBLIC HEALTH PREVENTION	AMERICAN RESCUE PLAN	162.16
124688	MOBILE RECORD SHREDDERS	OPERATING	ADULT SERVICES	28.00
124689	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/JAIL/HEALTH	204.78
124690	OTERO COUNTY COMMISSIONERS	RENT/OPERATING	ADULT SERVICES	3,072.09
124691	OTERO COUNTY SHERIFF DEPT -PETTY CASH	DUES & MEETINGS	SHERIFF	38.61
124692	OTERO COUNTY SOCIAL SERVICES	SALARIES/OPERATING	ADULT SERVICES	8,792.27
124693	PRECISION HYDRAULICS, INC	PARTS/SERVICE	R&B	130.00
124694	PROFORCE LAW ENFORCEMENT	OPERATING SUPPLIES	SHERIFF	606.56
124695	QUADIENT FINANCE USA, INC	POSTAGE, BOX RENT, ETC	SHERIFF	50.00
124696	RICK RITTER	OPERATING SUPPLIES	HEALTH	320.00
124697	ROCKY FORD DAILY GAZETTE	ADVERTISING	HEALTH	250.00
124698	SAFARILAND, LLC	OPERATING SUPPLIES	SHERIFF	395.00
124699	SAFETY-KLEEN SYSTEMS, INC	PARTS/SERVICE	R&B	631.09
124700	SAGE SERVICES, INC.	BRIC GRANT PURCHASES	ADULT SERVICES	2,065.52
124701	STATE OF COLO DPA ACCOUNTING	POSTAGE, BOX RENT, ETC	CLERK	1,056.63
124702	TOM FEDDE	P & Z BOARD FEES	LAND USE	77.10
124703	TOTAL OFFICE SOLUTIONS	OFFICE SUPPLIES	CLERK	396.00
124704	TRANE COMPANY	MAINTENANCE CONTRACTS	G&B	5,622.75
124705	TYLER TECHNOLOGIES, INC.	MAINTENANCE CONTRACTS	ADMIN	5,374.48
124706	VALLEY PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	G&B	24.05
124707	VIAERO WIRELESS	DUES & MEETINGS/OPERATING	R&B/EMERGENCY MGMT	1,439.05
124708	VISA-SHERIFF OFFICE	DUES & MEETINGS/TRAVEL/OPERATING	SHERIFF/JAIL/EM MGMT	2,665.45
124709	WAGNER RENTS	RENTAL/LEASE	R&B	64.90

Check #	Vendor	Description	Department	Amount
124710	WALMART / CAPITAL ONE	OPERATING/SHOP SUPPLIES	R&B	178.39
124711	WALMART / CAPITAL ONE	AAA GENERAL FUND	AAA	500.00
124712	WALMART / CAPITAL ONE	OPERATING SUPPLIES/SPECIAL PROJECTS	HEALTH	625.18
124713	WALMART / CAPITAL ONE	BENT FORT FIRE	EMERGENCY MGMT	96.72
124714	WILLIAM C PIQUETTE	P & Z BOARD FEES	LAND USE	69.90
1562	SHULTZ LAW OFFICE LLC	CONTRACT SERVICES	ADMIN	5,850.00
1563	AMAZON CAPITAL SERVICES, INC	BUILDING MAINT/REPAIRS	G&B	521.81
1564	DEAN W CHASE	TRAVEL	ADULT SERVICES	285.00
1565	DIGITCOM ELECTRONICS, INC	BENT FORT FIRE	EMERGENCY MGMT	1,806.05
1566	HIGH PLAINS AUDIOLOGY LLC	AAA GENERAL FUND	AAA	500.00
1567	JESSICA MADRID	TRAINING	E911	201.60
1568	LOCK MONKEY INC	BUILDING MAINT/REPAIRS	G&B/CAP IMPROVEMENT	3,040.10
1569	MUSTAPHA BEQQI	TRAVEL	ADULT SERVICES	313.00
1570	NORTH AMERICAN RESCUE LLC	OPERATING SUPPLIES	SHERIFF/JAIL	555.72
1571	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	1,130.08
1572	ROCKY FORD FOOD MARKET LLC	FOOD	JAIL	993.57
1573	SAMANTHA BEEDY	TRAVEL	ADULT SERVICES	455.00
1574	SE CO WATER ACTIVITY ENTERPRISE	EXCESS CAPACITY	INTERGOVERNMENTAL	2,372.11
1575	SHELLY R BAUER	TRAVEL	ADULT SERVICES	229.00
1576	THE HOME DEPOT PRO	PARTS/SERVICE	R&B	98.00
1577	TRISPOKE TECHNOLOGIES, LLC	CIVIL PROCESS FEES	SHERIFF	149.49
1578	VALLEY TRASH LLC	OPR / SHOP SUPPLIES	R&B	20.00
				89,870.68

Fund Summary

010 - GENERAL FUND	54,178.66
012 - CAPITAL IMPROVEMENT FUND	2,506.43
013 - AMERICAN RESCUE PLAN	162.16
020 - ROAD & BRIDGE FUND	4,254.18
040 - AAA FUND	4,583.49
070 - GENERAL HUMAN SERVICES	20,167.45
080 - HEALTH FUND	2,415.08
090 - CLERK HIRE FUND	1,056.63
095 - E-911	546.60
89,870.68	

**THIRD AMENDMENT/ADDENDUM TO
CONSTRUCTION CONTRACT**

THIS THIRD AMENDMENT/ADDENDUM TO CONSTRUCTION CONTRACT is made and entered into this 9th day of May, 2022, by and between **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, hereinafter referred to as "County", and **SM CONSTRUCTION, INC.**, hereinafter referred to as "Contractor".

WITNESSETH:

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

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

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

WHEREAS, the County has now determined that a canopy with perforated panels must be constructed to allow security and cover from weather on the North side of the Courthouse connecting the new single-entry to the DMV office; and

WHEREAS, the Contractor has agreed to install a canopy with perforated panels;
and

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

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

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

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

- (a) Article 3 of the Construction Contract is amended to include "Addition of canopy with perforated panels" to the Contract

Documents (Section 3.1) describing the work to be done for the installation of the canopy with perforated panels, a copy of which is attached.

- (b) Article 6 of the Construction Contract is amended to read as follows:

ARTICLE 6. CONSIDERATION: County shall pay Contractor up to the sum of \$878,976.00 for the performance of the Work described in the Contract Documents as the “design/build a single-entry to the Courthouse and to remodel judicial space” project, subject to additions and deductions by Change Order as provided for hereinafter.

- (b) The additional \$69,474 for the change order for the canopy brings the project total to \$878,976.00.

County shall pay Contractor for its services as follows:

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, STATE OF
COLORADO

By _____
County Clerk

By _____
Chairman

SM CONSTRUCTION, INC.

By: _____
SUSAN MORRIS
President

STATE OF COLORADO)
) ss.
County of)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the following parties:

1. The Board of County Commissioners of Otero County, Colorado, hereinafter referred to as "Otero County";
2. The Board of County Commissioners of Bent County, Colorado, hereinafter referred to as "Bent County";

WITNESSETH:

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

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

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

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

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

1. Otero County is the employer of record; Otero County shall set the salary for the Veterans Service Officer and the Veterans Service Officer will be entitled to all benefits set forth in the Otero County Personnel Management System Handbook.
2. Bent County will be responsible to pay to Otero County the following amounts in association with its use of the Veterans Service Officer:
 - a. VSO Services: \$20.10/hour; at \$1,742.08 per month.
 - b. Incidental/Miscellaneous Expenses, such as postage and copies, to be billed at cost;
 - c. Mileage at the current Otero County standard allowable rate
3. Otero County will invoice Bent County for said costs, and Bent County will reimburse Otero County within 60 days of receipt of said invoice.
4. The Veterans Service Officer will be at the Otero County Courthouse and in the Bent County Community Center for a total of 40 hours per week. 20 hours will be provided to Otero and 20 hours to Bent. Support staff will be provided by each county at each location. Support staff will forward phone calls and take messages for the Veterans Service Office as needed. The Otero County office phone will be forwarded to a Bent County owned cell phone.

5. Term of Agreement: This Agreement shall remain in full force and effect until terminated.

6. Modifications: The terms of this Agreement may be modified or changed at any time by further written agreement of the parties. The parties will meet during the months of October 2022 and April 2023, and in the months of October and April of each year thereafter during the term of this IGA to discuss the operations and any changes to the terms and conditions of the IGA.

7. Assignment: Neither party may assign its rights or delegate its duties hereunder.

8. Termination: This Agreement may be terminated at any time by a 30-day written notice to the other party.

9. Governing Law: This IGA and its application shall be construed in accordance with the laws of the State of Colorado.

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

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, COLORADO

Chairman

BOARD OF COUNTY COMMISSIONERS
OF BENT COUNTY, COLORADO

Chairman

CONTRACT FOR DOCUMENT SCANNING SERVICES

THIS CONTRACT FOR DOCUMENT SCANNING SERVICES (hereinafter referred to as the "Contract"), is effective the _____ day of _____, 2022, and is between the **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, (hereinafter referred to as the "County"), and **ROCKY MOUNTAIN MICROFILM AND IMAGING LLC** (hereinafter referred to as the "Contractor").

RECITALS

In light of current world health events, Otero County, Colorado, (the County) needs assistance with electronic document management services in accordance with the Scope of Services attached hereto as Exhibit "A". The services will enable Otero County employees to work remotely and limit exposure by eliminating the movement of physical paper.

The Contractor desires to provide hardware and software as well as professional services for document scanning to the County in accordance with the terms and conditions set forth in this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of the following:
 - A. This Contract;
 - B. The Rate Sheet attached hereto as Exhibit "A" (Conversion Costs);
 - C. The Rate Sheet attached hereto as Exhibit "B" (Software and Hosting);

all of which are incorporated herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. **THE SERVICES.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of the services described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a first-class, workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Contract to be completed by December 31, 2022.

3. **AUTHORIZED REPRESENTATIVES.** The County designates Amy White-Tanabe, County Administrator, as the "County Representative." The Contractor designates Michael Gudenkauf as the "Contractor Representative." The Contractor Representative shall have the authority to bind the Contractor and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative.

4. TERM AND PERIOD OF PERFORMANCE. The term of this Contract shall begin _____, 2022, and terminate on December 31, 2022, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for additional one-year terms by giving written notice of such renewal to the Contractor no later than 30 days prior to the expiration of the then-current term. The Contractor will notify the County of any changes in the rates set forth on Exhibits "A" and "B" for the renewal term at least 60 days prior to the expiration of the then-current term, subject to paragraph 5 below. The notice of renewal shall be deemed an amendment to this Contract. The Contractor acknowledges that no Services shall proceed until the County has received acceptable proof of insurance.

5. PRICE AND PROGRESS PAYMENTS.

County shall pay Contractor the following amounts for the performance of the work described in the Contract Documents

- A. The County shall pay the Contractor the sum of \$33,971.40 in accordance with the rates set forth on the attached Exhibit "A".
- B. The County shall pay the Contractor the sum of \$2,959.50 in accordance with the rates set forth on the attached Exhibit "B".
- C. The Contractor shall, as soon as practicable after the end of each calendar month during the term of this Contract, submit an itemized invoice stating the type of services performed and consumables delivered. Each invoice shall be subject to review and approval by the County Representative. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any overpayment revealed by any subsequent audit or inspection. The invoice shall reflect the type of services performed and consumables delivered for Otero County Administration and the type of services performed and consumables delivered for Otero County Department of Human Services.
- D. In the event the County decides to renew this Contract for additional and similar services, the County shall pay the current rates for services contained in "Exhibit A" and "Exhibit B".

6. RECORDS. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Services, and shall be subject to review, inspection and copying by the County Representative or her designee upon reasonable notice.

7. DEFAULT. If the Contractor fails to comply with any provision of the Contract, the Contractor shall be liable for any and all damages.

8. KNOWLEDGE OF THE SERVICES. The Contractor is fully informed regarding the Services and any labor, materials or equipment required. No adjustment or modification shall be allowed for any misunderstanding of the Services or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.

9. CHANGES IN WORK: County may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation and time of completion affected by the change will be adjusted at the time of ordering such change and reduced to writing and signed by the parties and shall become a part of the Contract Documents.

10. AMENDMENT. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, this Contract may not be modified or amended except by written agreement of the parties.

11. TERMINATION. The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed.

12. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the County Representative. Prior to commencing any Services, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Contract. The Contractor shall be responsible for coordination of the Services and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Contract so far as are applicable. This Contract is voidable by the County if subcontracted by the Contractor without the express written consent of the County. Subcontractors may not be changed except at the request or with the approval of County. Contractor is responsible to County for acts and omissions of its subcontractors, as it is responsible for the acts and omissions of its employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractors and County. Contractor shall bind every subcontractor by the terms of the Contract Documents.

If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of Section 8-17.5-101, C.R.S., *et seq.*, and this contract.

The Contractor shall not:

- A. Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
- B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Colorado Department of Labor and Employment Program.

The Contractor is prohibited from using either the E-Verify Program or the Colorado Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

- A. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien;
- B. Terminate the subcontract with the subcontractor if within three days of receiving the required notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to Section 8-17.5-102 (5), C.R.S.

If a Contractor violates a provision of the public contract for services required pursuant to Section 8-17.5-102 (2), the County may terminate the contract for a breach of the contract, and if terminated, the Contractor shall be liable for actual and consequential damages to the County.

The County will notify the Office of the Secretary of State if the Contractor violates a provision of a public contract for services required pursuant to Section 8-17.5-102 (2) and the County terminates the contract for such breach. (See Section 8-17.5-102 (4), C.R.S.)

13. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE. IT IS EXPRESSLY ACKNOWLEDGED BY CONTRACTOR THAT IT IS AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED NOR SHALL IT BE CONSTRUED TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD COUNTY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF COUNTY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

14. INDEMNIFICATION. The Contractor agrees to and does indemnify and hold the County and its agents and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses, including attorney's fees, relating to or arising out of any act or omission of the Contractor and its employees, agents, subcontractors or consultants relating to the Services. This obligation of the Contractor shall survive the completion of the Services and the termination of this Contract.

15. INSURANCE. The Contractor and its subcontractors shall secure and maintain during the life of the project such insurance from an insurance company authorized to write casualty insurance in the State of Colorado as will protect Contractor and the County from claims for bodily injury, death, or property damage which may arise from operations under this Agreement. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and shall have filed the certificate of insurance or the certified copy of insurance policy with the County. Each insurance policy shall contain a clause providing that it will not be canceled by the insurance company without a minimum of ten (10) days written notice to the County of intention to cancel. The types/amounts of such insurance shall be not less than the following:

A. Liability Insurance Coverage. Contractor shall maintain business liability insurance in the minimum coverage amount of \$387,000.00 per person or \$1,000,000.00 per incident. County shall be listed as an additional insured on said policy.

B. Contractor will secure and maintain during the term of this Agreement Worker's Compensation Insurance Coverage as required by the State of Colorado for all persons employed on this project and shall provide proof thereof to County prior to commencing work on the project.

16. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age. The Contractor shall not knowingly employ unauthorized or illegal aliens to perform any portion of the Services, and shall comply with the provisions of the Immigration Reform and Control Act of 1986, as more fully set forth in paragraph 12 above.

17. OFFICIALS NOT TO BENEFIT. No elected or employed member of County government shall directly or indirectly be paid or receive any share or part of this Contract or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract.

18. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Services. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado state sales tax.

19. APPROPRIATION. The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

20. COUNTY'S OWNERSHIP OF DOCUMENTS. Any data, reports, drawings, documents or other things or information provided by the County to the Contractor during the performance of the Services and any reports, drawings or other writings required under this Contract to be produced by the Contractor shall be and remain the sole property of the County at all times.

21. MISCELLANEOUS PROVISIONS.

(a) Governing Law and Venue. The laws of the State of Colorado shall govern this Contract and venue for any all and actions shall be in the County of Otero, State of Colorado.

(b) Assignability. This Contract is voidable by the County if assigned by the Contractor without the prior written consent of the County.

(c) Notices. Any notice or communication given pursuant to this Contract shall be given in writing, and shall be deemed to have been duly given to a party hereto if mailed by first-class, U.S. mail, prepaid, to the respective addresses set forth below, or at such other addresses as any party may have designated in writing to the other party hereto. Such notice shall be deemed to have been given when properly mailed.

County:

Otero County, Colorado
13 West Third Street, Room 212
La Junta, CO 81050

Contractor:

Rocky Mountain Microfilm and Imaging LLC
9164 Marshall Place
Westminster, CO 80031

(d) Compliance with the Laws. The Contractor shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, resolutions or ordinances that affect those employed or engaged by it, the materials or equipment used or the conduct of the Services and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

(e) Conflict of Interest. The Contractor will not knowingly perform any act which would conflict in any manner with the performance of services required to be performed hereunder. By acceptance of this Contract, Contractor certifies that it is engaged in no current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business which might result in a conflict of interest in the performance of the services under this Contract.

(f) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination

date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.

- (g) Waiver. No term or condition of this Contract shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly-authorized representatives.
- (h) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
- (i) Execution by Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

22. AUTHORITY TO SIGN/BIND. This Agreement shall be effective upon signature of both parties' authorized officials, and by so signing those officials represent that they do have the authority to legally bind their respective entities.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, STATE OF
COLORADO

By _____
County Clerk

By _____
Chairman

ROCKY MOUNTAIN MICROFILM AND
IMAGING LLC

By: _____
Name: Michael Gudenkauf
Title:

STATE OF)
County of) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by MICHAEL GUDENKAUF, _____ of Rocky Mountain Microfilm and Imaging LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



Rocky Mountain Microfilm and Imaging, LLC
 9164 Marshall Place
 Westminster, CO 80031
 (303) 427-0625
 finance@rmm-i.com

Estimate

Otero County Administration
 ATTN: Tina Mascarenas
 13 W 3rd St Suite 212
 LaJunta, CO 81050

Date	Project	Estimate #
4/26/2022		719

Description	Quantity	Rate	Amount
PaperVision Hosted by RMMI - Legal Department			
Software			
PaperVision Enterprise - Concurrent User License	1	1,760.00	1,760.00
PaperVision Enterprise Maintenance (Annual fee)	1	199.50	199.50
Hosting by RMMI			
Setup of PaperVision Entity	1	250.00	250.00
PaperVision CoLo hosting - annual fee - includes 20GB of storage. (Otero County Multi-Entity Discount)	1	750.00	750.00
Annual fee of additional storage of 20GB block per year. - estimated storage 10 GB	0	100.00	0.00
Subtotal			\$2,959.50
Sales Tax (7.9%)			\$0.00
Total			\$2,959.50

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

Office of the Commissioners

May 9, 2022

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: FY2022 MPDG US 50B Safety Highway Improvements for Freight and Travel (SHIFT) grant proposal

Dear Secretary Buttigieg:

The Otero County Board of Commissioners express their strong support for the US 50 SHIFT project under the FY2022 MPDG INFRA and Rural Surface Transportation grant programs. This project will construct 12 westbound and eastbound passing lanes along the corridor, ultimately improving driver and cyclist safety, operational efficiency, mobility, and transit travel along a critical freight corridor.

US 50B is part of the National Highway Freight Network and is a State Highway Freight Corridor in Colorado's State Highway Freight Plan. Based on historic and projected population and employment levels, vehicular, transit, and freight traffic volumes will continue to increase and impact US 50B. This project will address many of the physical constraints on this road which will improve freight efficiency, safety for the traveling public, and enhance connectivity throughout Southeastern Colorado.

Otero County, comprised of the steadfast communities that lie along this corridor value safety, systems preservation, and access to other areas. We depend on this route for freight transport, to facilitate tourism, recreation, and for the connection to natural resources for our economic livelihood. In the light of ever-increasing volume of traffic and numbers of accidents on this route, it would be negligible to ignore the consequences of not expanding and improving this heavily travelled road.

We whole-heartedly support this project and request USDOT to prioritize MPDG grant funding for this worthy proposal.

Sincerely,

Jim Baldwin, Chair

John Hostetler

Rob Oquist

**MEMORANDUM OF AGREEMENT
BETWEEN
OTERO COUNTY, COLORADO AND
LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT
CONCERNING CASE NO. 21CW3015 (COLORADO SPRINGS)
MAY 9, 2022**

THIS MEMORANDUM OF AGREEMENT dated as of May 9, 2022, by and between **OTERO COUNTY, COLORADO**, (the “County”) a political subdivision created by the Constitution and duly organized and existing under the laws of the State of Colorado and the **LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT**, (the “District”) duly organized and existing under Colorado’s Water Conservancy Act, acting by and through its Water Activity Enterprise, duly established and existing under part 1, article 45.1, title 37 C.R.S., collectively the “Parties.”

I. RECITALS

A. The County and the District each have filed statements of opposition in Case No, 21CW3015 (Div. 2), Application of the City of Colorado Springs, acting through Colorado Springs Utilities, for Approval of Conditional Appropriative Rights of Exchange in the Arkansas River and its Tributaries, in Bent, Crowley, Kiowa, Otero, and Pueblo Counties.

B. The County and the District desire to work together in opposition to Case No. 21CW3015.

C. The County and the District have entered into an Intergovernmental Agreement (“IGA”) dated January 24, 2022 authorizing the respective entities to enter into individual Memoranda of Agreement to cooperate in water court proceedings.

II. AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and District hereby agree as follows:

1. The Parties acknowledge that the primary purpose of this MOA is to set forth a framework for the County and the District to work together in opposition to Case No. 21CW3015.

2. Cost Sharing. The County and the District agree to share the costs associated with participating in the water court proceedings in Case No. 21CW3015, including but not limited to engineering and expert costs, legal fees, and court filing fees. The County’s share of costs for

work performed by the District's engineers, consultants and attorneys, and court filing fees shall be limited to \$1,000. Participation in an appeal of Case No. 21CW3015, if any, shall be subject to the further agreement of the parties and another MOA.

3. Cooperation. The County and the District agree to fully cooperate with each other in opposing, prosecuting, and settling their respective opposition to Case No. 21CW3015, including jointly preparing and/or jointly filing any disclosures, motions, responses, briefs, or any other documents in Case No. 21CW3015.

4. Term. The term of this MOA begins on the date that both Parties have executed this MOA and continues until entry of a final unappealable decree in Case No. 21CW3015.

5. Notices. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered personally to the other party, or delivered by fax, FedEx or like service, or on the third mail delivery date after it is deposited in the U.S. mail, postage prepaid addressed to the Parties as follows or to any other address if notice of such new address is properly provided to the other party in accordance with this paragraph:

District:

Megan Gutwein
Peter Nichols
Berg Hill Greenleaf Ruscitti LLP
1712 Pearl Street
Boulder, CO 80302
303-402-1600 (phone)
303-402-1601 (fax)

County:

Nathan Shultz
Shultz Law Office LLC
317 S Main St Fowler, CO 81039
719-383-0867 (phone)
(719)383-0868 (fax)

6. No Waiver. By signing this MOA, the Parties do not waive their right to protect their own water rights and other interests by any other means.

7. No Third-Party Beneficiaries. No third party shall have intended or implied enforceable rights under this MOA.

8. Choice of Law. This MOA shall be governed by the laws of the State of Colorado in all respects including matters of validity, construction, performance, and enforcement.

9. Interpretation. This MOA shall be deemed to have been jointly prepared by both Parties and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

10. Severability. If any provision of this MOA or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this instrument, which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.

11. Counterparts. This instrument may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned governments have caused this instrument to be executed this 5th day of May, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
OTERO COUNTY, COLORADO**

(S E A L)

By: _____
Its: _____

Attest:

County Clerk and Recorder

**BOARD OF DIRECTORS OF
LOWER ARKANSAS VALLEY
WATER CONSERVANCY DISTRICT**

(S E A L)

By: _____
Its: _____

Attest:

Secretary

ocw@oterogov.org

Mon 9 May 2022

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

10am - 11am Economic Development

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

12:30pm - 1:30pm 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 10 May 2022

10am - 12pm Otero Construction Conference

1:45pm - 2pm Nathan Shultz

2pm - 4pm 1041 Pivot Review

Wed 11 May 2022

All day Accounts Payable - RO

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

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

4pm - 5pm Historic Preservation

Mon 16 May 2022

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

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

12pm - 1pm Administration

1pm - 2pm Sheriff Mobley

ocw@oterogov.org

Tue 17 May 2022

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

Wed 18 May 2022

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

12pm - 1pm SEBREA -- RO, DB

2pm - 3pm SAGE -- RO

Mon 23 May 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