

**ARCHULETA COUNTY PROCEEDINGS  
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on May 17, 2016 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and June Madrid County Clerk & Recorder present.

Chairman Whiting called the meeting to order at 1:33 p.m.

The meeting began with the Pledge of Allegiance and a moment of silence.

**Disclosures and/or Conflicts of Interest**

There were none.

**Approval or Adjustments to Agenda**

Chairman Whiting stated that the Accounts Payables would be moved to the Consent Agenda. For some reason the website put it in the wrong spot. Also, Item A. regarding the Letter about Dry Gulch and C. the Resolution committing funds to the Upper San Juan Search and Rescue are being removed from the agenda. **Commissioner Wadley moved to approve the agenda with moving the item of Accounts Payable to Consent Agenda and pulling Items A. & C. Commissioner Lucero seconded the motion and it carried unanimously.**

**Public Comments**

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person who desired to speak. No response from the Board would be given.

Bill Hudson of 268 Hermosa Street said there was a comment made in this morning's work session about the land purchased on Hot Springs being flagged for a courthouse. Someone said it was purchased for this exact purpose except he remembered it was not to be used for a Justice Center. It had a restriction on it. He was pleased to hear that the Board was not rushing into this by putting this on the ballot or a straw poll on the ballot in November. He advised the Board that they needed to talk to the people who would vote no before you spend \$10 million on a new building when you have a building sitting vacant that just needs remodeled.

Commissioner Lucero said the Board passed a Resolution when this land was purchased and it was purchased for a courthouse. He would get Mr. Hudson a copy of the resolution.

**Acknowledgements/Scholarships**

**A. Recognition of Students Receiving the Environmental Awareness Scholarships**

Chairman Whiting introduced Brett Durham Meisinger and Jenica Rivera who were the recipients of the Environmental Awareness Scholarships for 2016. On an annual basis the Board makes notice of students for the environmental issue. Chairman Whiting said that the Board was excited in issuing these scholarships. Brett's amount was \$750 and Jenica's was \$500.

Commissioner Wadley said there are a lot of programs for kids at risk which is good but this was

one where kids do well and should be noticed. He was happy to see kids doing things for excellence in their lives.

Commissioner Lucero said this used to be called "Cans for Kids" but the name was changed to the 'Environmental Awareness Scholarship'. We only had a couple of applicants this year which the Board was happy about and thanked the two who applied. He was happy to give them the money but he hoped more apply next year.

### **Reports**

#### **A. Upper San Juan Health Services District Annual Report**

Jesse Hensle, Communications and Marketing Specialist of the Pagosa Springs Medical Center presented the Board with a brief annual report.

Commissioner Lucero talked about previous boards who worked really hard in the past and it looked like the new board was doing great for the public and community. Commissioner Wadley stated his thankfulness for the hospital also. He encouraged everyone to write the hospital a check for \$200. There was a time he couldn't but can now and if everyone would, it would take them a long way. Chairman Whiting said it was good to have the hospital to provide those basic things. Given our demographics and profile (retirees), the hospital makes our community more desirable.

Chairman Whiting recessed the Regular Meeting to convene the Land Use Regulation Hearing at 1:52 p.m.

### **Land Use Regulations**

Chairman Whiting swore in John Shepard Planning Manager for testimony.

#### **A. Major Sand & Gravel Permit for Two Rivers Pit**

Planning Manager Shepard submitted a request to continue this Hearing until June 8, 2016. C&J Gravel Products, Inc. of Durango represented by Nathan Barton, Wasteline, Inc. had applied for a Major Sand & Gravel Permit for the proposed Two Rivers Pit. It would be located on property owned by James and Leila Constant at 12500 County Road 500. The Planning Commission continued their hearing on this item to June 8, 2016. Staff was requesting the Board open this noticed Public Hearing and continue it to a Special Meeting to be held June 28, 2016 at 1:30 p.m. at the CSU Extension Building located at 344 Highway 84. **Commissioner Lucero moved to continue this Public Hearing for Two Rivers Pit Major Sand and Gravel Permit to Tuesday, June 28, 2016 at 1:30 p.m. at the CSU Extension Building. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comment. **The motion carried unanimously.**

Chairman Whiting closed the Land Use Regulation Board and reconvened the Regular Meeting at 1:55 p.m.

**Consent Agenda**

**A. Payroll & Payable Warrants and Purchase Cards for May 4-17, 2016**

General Fund Payable	97,555.59
Road and Bridge Fund Payable	4,525.62
Department of Human Services Fund Payable	47,903.94
1A Fund Payable	3,020.00
All Combined Dispatch Fund Payable	8,824.83
Solid Waste Fund Payable	741.00
Airport Fund Payable	634.80
Fleet Fund Payable	75,694.21
<b>Total</b>	<b>238,899.99</b>
General Fund Payroll	140,788.19
Road and Bridge Fund Payroll	35,734.87
Department of Human Services Fund Payroll	29,542.07
All Combined Dispatch Fund Payroll	17,040.61
Solid Waste Fund Payroll	7,529.35
Airport Fund Payroll	4,073.28
Fleet Fund Payroll	8,855.48
<b>Total</b>	<b>243,563.85</b>

B. Regular Meeting Minutes

May 3, 2016

C. Hangar 510F assignment of the Hangar Ground Lease from Tim Gallagher to Craig Taylor

D. Renewal of the Tavern Liquor License for San Marcial Holdings, LLC dba Lone Wolf Bar & Grill located at 20 Sunset Trail, Arboles, CO

E. Upper San Juan Hospital District Emergency Medical Services Ambulance Licenses

County Administrator Henderson read the Consent Agenda. **Commissioner Wadley moved to approve the Consent Agenda as amended. Commissioner Lucero seconded the motion and it carried unanimously.**

**New Business**

**A. Letter from Board Requesting Interagency Cooperation – Dry Gulch Project**

Pulled

**B. Resolution 2016-31 Approving an Intergovernmental Agreement between Archuleta County and the Town of Pagosa Springs Regarding the effects of the County Jail Being Vacated**

County Administrator Henderson presented a resolution between Archuleta County and the Town of Pagosa Springs regarding the vacating of the County Jail. The resolution approves an Intergovernmental Agreement for the custody and transportation of persons in custody by a Town Policy Officer. This Agreement had been reviewed by staff, council and the Town. **Commissioner Lucero moved to approve Resolution 2016-31 approving the Intergovernmental Agreement by and between Archuleta County and the Town of Pagosa Springs regarding the effects of the County Jail being vacated. Commissioner Wadley seconded the motion. Chairman Whiting asked for public comment. The motion carried unanimously.**

**C. Resolution 2016- Committing Funds from the Board of County Commissioners Contingency in Support of the Purchase of 2 ATV's and a Snowmobile for the Upper San Juan Search and Rescue Organization**

Pulled

**D. Award of the Cloud Cap Avenue Resurfacing & Lake Forest Circle Reconstruction Project**

Ken Feyen Public Works Director submitted a request to award the bid for resurfacing Cloud Cap Avenue and Lake Forest Circle reconstruction to Strohecker Asphalt who was the apparent low bidder at \$1,688,282.40. The other three bids were: Old Castle Southwest Group at \$1,794,000, Crossfire, LLC at \$1,766,852.38 and Russell Sand & Gravel at \$2,070,652.35. **Commissioner Wadley moved to approve the award of the Cloud Cap Avenue resurfacing and Lake Forest reconstruction project to Strohecker Asphalt in the total base price amount of \$1,688,282.40. Commissioner Lucero seconded the motion. Chairman Whiting asked for public comment. The motion carried unanimously.**

**E. Resolution 2016-32 Expressing Support for the Application of Federal Lands Access Program (FLAP) Grant for the Reconstruction of 2.29 Miles of Piedra Road**

County Administration Henderson submitted a resolution for the Board's consideration. It supports the application for a Federal Land Access Program Grant, to complete the reconstruction of 2.29 miles of Piedra Road. **Commissioner Lucero moved to approve Resolution 2016-32 expressing support for the application of the Federal Lands Access Program (FLAP) Grant for the reconstruction 2.29 miles of Piedra Road. Commissioner Wadley seconded the motion. Chairman Whiting asked for public comment.**

Commissioner Wadley talked about the first stretch of Piedra Road.

Clifford Lucero said a lot had been done the last 8 years of his term but he remembered the beginning of the reconstruction of this road and it took a lot of work.

Chairman Whiting said the concurrent part of Piedra Road seems like more than 2 miles if you are on a bike. This is the most driven road in Archuleta County and very important. The County needs the help with the money so all the County money does not go to just one road.

**The motion carried unanimously.**

**F. Resolution 2016-33 Approving an Intergovernmental Agreement between Archuleta County, San Juan County and La Plata County for the La Plata County Courthouse Remodel for District Attorney Office Space**

County Administrator Henderson submitted a resolution for the Board's consideration. It approved the Intergovernmental Agreement between Archuleta County, San Juan County and La Plata County for the La Plata County courthouse remodel for the District Attorney's office space. The cost of the remodel would be \$2 million with the cost split percentage-wise and proportionately in the same manner as to how the counties pay for the District Attorney. La Plata will pay up front and recoup from the other entities over the next 10 years. **Commissioner Wadley moved to approve Resolution 2016-33 approving the Intergovernmental Agreement between Archuleta County, San Juan County and La Plata County for the La Plata County Courthouse remodel**

**for the District Attorney's office space. Commissioner Lucero seconded the motion.** Chairman Whiting asked for public comment.

- Bill Hudson of 268 Hermosa Street said he had not read the resolution, so needed to ask if County government was allowed to go into long term debt without going to the vote of the people. He did believe the Board was allowed to do that, so how was the Board doing this?

County Administrator Henderson said embedded in the resolution was a Tabor paragraph; it's an annual obligation not a long-term debt item.

- Mr. Hudson then asked if other Commissioner Boards could choose to not agree, would they have that option and the answer was "yes".

Chairman Whiting said La Plata chose to spend the \$10 million without anything else for security except the Board's promise to pay. He did not think it would be allowed in a local county if there was a budget crisis but right now there is not.

Commissioner Lucero said that La Plata was carrying the debt with no interest to us.

Commissioner Wadley said it was difficult to deal in areas that include more than just our County. The Public Defender was paid by the state but the District Attorney was paid by three counties.

Chairman Whiting said regional unfunded mandates are hard to deal with but it's similar to our obligation to the State courts. It's a hard sell to remodel a building in Durango but it has to be done. There was an option for us to pay our share up front in cash but the Board was not willing to do this. **The motion carried unanimously.**

### **Public Comments**

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person who desired to speak. No response from the Board would be given.

- Greg Schulte, Town Manger expressed his appreciation for staff and the Sheriff for cooperation with the Town for the IGA for prisoners. He sincerely wished the County luck on the FLAP grant.

### **Media Questions**

- Marshal Dunham of the *Pagosa Springs Sun* asked for more information regarding "Cash for Cans" program. Commissioner Lucero answered him. \$750 would be given to Bret Durham Meisinger and Jenica Rivera would receive \$500.
- Mr. Dunham then asked for more explanation regarding the roads being reconstructed. Public Works Director Ken Feyen said this was a project that started in March of 2009.
- Bill Hudson of the *Pagosa Daily Post*, asked how many miles are being reconstructed? Director Feyen answered on Cloud Cap there was 1.1 mile and just a section of Lake Forest Circle; being a little less than a quarter mile.
- Mr. Hudson then asked if this Board was willing to mill up the road to do more roads. The answer was "No", not at this time.
- Mr. Hudson then said that he didn't attend the last PAGWAPA meeting. Did the Board find out where the money was spent? The answer was "yes" they know where every penny went. The federal government paid for huge amount of the information gained in this process.

**Commissioner Comments**

Commissioner Lucero said that Bruce Quintana who had worked for Archuleta County for 28 years had stopped by to thank him for employing him. He's retiring and wanted the Board to know he appreciated all the County had done for him while under County employment.

Commissioner Wadley wanted to talk about collaboration; we are a small poor county and we must reach out to our neighbors for help. The public would be surprised to know how much time the Board spends on nurturing those relationships to keep things going. Examples would be: the Forest Service, the District Attorney, etc.

Chairman Whiting stated there would be an Executive Session.

**Executive Session**

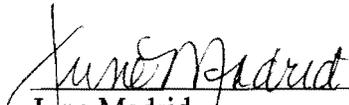
**Commissioner Lucero moved to enter into Executive Session per C.R.S. 24-6-402(4)(b) for purposes of the Board to receive advice on specific legal questions regarding Case Number 16 CV 4. Commissioner Wadley seconded the motion and it carried unanimously.**

Chairman Whiting stated those going into the Executive Session would be the three Commissioners, County Administrator Henderson and County Attorney Starr and Tonya McCann Executive Assistant.

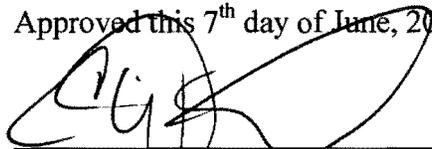
Chairman Whiting recessed the Regular Meeting to go into Executive Session at 2:37 p.m.

Chairman Whiting reconvened the Regular Meeting at 2:52 p.m. There were no decisions made in the session.

With no further business coming before the Board, the meeting was adjourned at 2:52 p.m.

  
\_\_\_\_\_  
June Madrid  
County Clerk & Recorder

Approved this 7<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
Michael Whiting, Chairman

Clifford Lucero, Vice Chairman



9

RESOLUTION NO. 2016 - 31

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PAGOSA SPRINGS, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, CONCERNING A JAIL SERVICES AGREEMENT**

**WHEREAS**, the Town of Pagosa Springs, Colorado, ("Town") and the Board of County Commissioners of Archuleta County, Colorado ("County") desire to enter into an inter-governmental agreement between the two bodies for the provision of Jail Services by the Archuleta County Sheriff ("IGA"); and

**WHEREAS**, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and C.R.S. §29-1-203; and

**WHEREAS**, Colorado Revised Statutes require that each county maintain a jail for the incarceration of those either convicted of a crime or awaiting trial: and

**WHEREAS**, Statute further provides for those jail services to be proved for within each county or through agreement with another county; and

**WHEREAS**, due to circumstances beyond the control of Archuleta County, Archuleta County has been forced to contract for jail services outside of the County: and

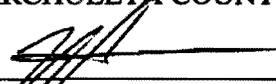
**WHEREAS**, in an effort to define the joint and mutual responsibilities of Archuleta County and the Town of Pagosa Springs it is necessary to enter into an agreement which defines those responsibilities.

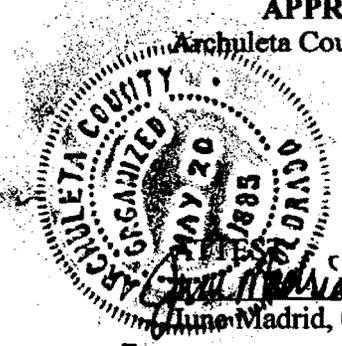
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO;**

1. Board of County Commissioners of Archuleta County, State of Colorado, and the Town of Pagosa Springs, Colorado enter into an intergovernmental agreement attached as an exhibit referred to as Agreement for Municipal Jail Services concerning the mutual agreement regarding the handling and disposition of municipal arrestees further defined.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of May, 2016 in Pagosa Springs, Archuleta County, Colorado.

BOARD OF COUNTY COMMISSIONERS  
ARCHULETA COUNTY, COLORADO

  
\_\_\_\_\_  
Michael Whiting, Chair



*June Madrid*  
June Madrid, County Clerk *Deputy Clerk*



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2 of 9

5/19/2016 9:40 AM  
RES R\$0.00 D\$0.00

June Madrid  
Archuleta County

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN ARCHULETA  
COUNTY, COLORADO AND THE TOWN OF PAGOSA SPRINGS, COLORADO  
THE EFFECTS OF THE COUNTY JAIL BEING VACATED.**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of May, 2016, by and between The Board of County Commissioners of Archuleta County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as "County") and the Town of Pagosa Springs, Colorado, a home rule town of the State of Colorado (hereinafter referred to as "Town").

**WHEREAS**, The County and the Town have the authority to act cooperatively and also have the authority and capacity to enter into this Intergovernmental Agreement pursuant to C.R.S. §29-1-201, *et. seq.* Further, the Town pursuant to its Home Rule Charter of 2003, §12.14, permits execution of Intergovernmental Agreements with political subdivisions such as County; and

**WHEREAS**, the parties hereto are parties to an Agreement for Municipal Jail Services which is dated May 4, 2004 (Hereinafter the "2004 Jail Agreement"); and

**WHEREAS**, the Archuleta County Sheriff operates a jail within Pagosa Springs, Archuleta County, Colorado which jail was evacuated on or about April 24, 2015 in order to protect the health and safety of inmates, county employees and members of the general public; and,

**WHEREAS**, persons commanded to the custody of the Archuleta County Sheriff may be transported to and held in the La Plata County jail; and,

**WHEREAS**, this Agreement is necessary for the orderly administration of justice and to insure that the health, safety and welfare of the community is not jeopardized during this period of inconvenience.

**NOW THEREFORE**, in consideration of the joint and mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto state and agree as follows:



**SECTION ONE - DEFINITIONS**

- A. The term "Jail" means the Archuleta County Sheriff's Office Detention Facility or the La Plata County Sheriff's Office Detention Facility.
  
- B. The term "book" means the act of registering, screening and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.
  
- C. The term "Town Inmate" means a person presented to the Archuleta County Sheriff's Office or any of its employees to be booked or housed in the Jail as a result of being arrested for, or convicted of, violations of municipal ordinances.
  
- D. The term "Custody" means the point at which the County or its agents have taken physical possession of such Town Inmate for transportation to the jail facility.

**SECTION TWO - CONDITIONS OF ACCEPTANCE OF MUNICIPAL OFFENDERS**

Subject to the conditions stated herein, the County will accept Custody of persons arrested by Town law enforcement officers and delivered to the County for transport/transfer to Jail for confinement, including persons arrested for, or convicted of, violations of the Town Municipal Code, and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the Town.

- A. Town law enforcement personnel will follow all Archuleta County Sheriff's Office policies and procedures and La Plata County policies and procedures when presenting arrested persons for booking or transport/transfer by County to either Jail for booking.



- B. County will not receive a person into custody for transport/transfer to either Jail until the Town law enforcement officer having custody of the person provides Archuleta County with proper documentation of the legal basis to hold the person in custody. Proper documentation shall consist of i) the literal description of the alleged Municipal, State, or Federal violation; and either a) a mittimus order that sentences Town Inmate to consecutive days b) an arrest warrant; or c) an Affidavit for arrest without a warrant.
- C. A Town Inmate will not be accepted by Archuleta County for transport/transfer to either Jail unless such person is without serious medical and/or mental conditions, as determined by County. If the Town Inmate presents medical or mental health needs, the arresting officer will transport the subject to the hospital for medical clearance prior to being accepted by the County. If the County accepts a Town Inmate for transport/transfer to La Plata County and they refuse to accept the person for medical or mental reasons and said person is taken to a hospital or other facility in La Plata County for medical or mental care, the Town shall be responsible for all such costs incurred.
- D. If County accepts a person into custody who was charged under a state statute as opposed to a municipal offense by a Town police officer, the Town shall remain liable for all medical costs arising out of concerning or touching upon such a person from the time of arrest until the time such person is booked into either Jail, regardless of whether the costs related to medical or mental health or whether such person is treated in a facility in Archuleta County, La Plata County or elsewhere as deemed appropriate by the entity having Custody of the person.



**SECTION THREE - COSTS AND REIMBURSEMENT**

- A. The La Plata County Detention Facility will bill Archuleta County for the housing of all Town Inmates, as well as for phone privileges, video conferencing, medical care, medications and mental health evaluations. The purpose of this agreement is to provide assistance to the Town in transporting Town Inmates to the La Plata County Jail, if deemed necessary by County Detention Deputies. Regardless of the location of housing said inmates, the Town agrees to pay Archuleta County the sum of \$55.00 per day for each such Town Inmate for which Archuleta County was billed, or has housed.
  
- B. All arrests made by Town law enforcement officers for municipal charges that result in transport by the County to the La Plata County Detention Facility will be billed a one-time transportation fee of \$85.00. In addition to the one-time transportation fee, if County incurs any costs for transporting Town Inmates back and forth for appearances at Municipal Court, such costs shall be the responsibility of Town which shall be billed monthly by the County at a fixed rate of 85.00 per round trip. (The total cost incurred by County is actually \$183.24.)
  
- C. County shall submit invoices to the Town on a monthly basis. All undisputed payments shall be made by Town to County within thirty (30) days of receipt of invoice. Both parties shall endeavor to resolve disputed charges within one billing cycle.

**SECTION FOUR - TERM AND TERMINATION**

- A. This Agreement, which supersedes and terminates the 2004 Jail Agreement, shall continue through December 31, 2016 and shall be automatically renewable year to year unless sooner terminated by notice from either party.
  
- B. This Agreement may be unilaterally terminated, with or without cause by thirty (30) days written notice to the other party.



**SECTION FIVE - MISCELLANEOUS**

A. Notices. Any notices or communication required or permitted under this Agreement shall be given in writing and sent by personal service (including express or courier service), electronic communication, whether by facsimile or email, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Town, to: Town of Pagosa Springs  
Attn: Administrator Greg Schulte  
P.O. Box 1859  
Pagosa Springs, Colorado 81147  
Phone: 970-264-4151  
Email: [gschulte@pagosasprings.co.gov](mailto:gschulte@pagosasprings.co.gov)

With a copy to: Court Administrator  
Attn: Candace Dzielak  
Town of Pagosa Springs  
P.O. Box 1859  
Pagosa Springs, CO 81147

If to County, to: Archuleta County  
Attn: Administrator  
Bentley Henderson  
398 Lewis Street  
Pagosa Springs, Colorado 81147  
Phone: 970-264-8300  
Email: [bhenderson@archuletacounty.org](mailto:bhenderson@archuletacounty.org)

With a copy to: Archuleta County Sheriff  
P.O. Box 638  
Pagosa Springs, Colorado 81147  
Phone: 970-264-8430  
Email: [rvaldez@archuletacounty.org](mailto:rvaldez@archuletacounty.org)



- B. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.
- E. Separate Entries. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures' between the parties hereto, or as constituting Town or the County of as representatives of each other for any purpose.
- F. No Third Party Beneficiary. This Agreement shall be construed to benefit the Participants and their respective successors and assigns only, and shall not be construed to create third-party beneficiary rights in any other party, governmental agency or organization.



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8 of 9 RES R\$0.00 D\$0.00

June Madrid  
Archuleta County

G. Attorney's Fees and Costs. The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision of this Agreement shall be entitled to recover all its costs and expenses, including reasonable attorneys' fees and court costs incurred in or related to the proceeding.

[Signature page follows]



21602950 5/19/2016 9:40 AM June Madrid  
9 of 9 RES R\$0.00 D\$0.00 Archuleta County

Signed and executed this \_\_\_ day of May, 2016.

**BOARD OF COUNTY COMMISSIONERS  
ARCHULETA COUNTY, COLORADO**

\_\_\_\_\_  
Michael Whiting, Chairman

ATTEST:

By: \_\_\_\_\_  
June Madrid, Archuleta County Clerk and Recorder

**TOWN OF PAGOSA SPRINGS, COLORADO**

\_\_\_\_\_  
Don Volger, Mayor

ATTEST:

\_\_\_\_\_  
April Hessman, Town Clerk

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, EXPRESSING SUPPORT FOR THE APPLICATION OF A FEDERAL LANDS ACCESS PROGRAM (FLAP) GRANT FOR THE RECONSTRUCTION OF 2.29 MILES OF PIEDRA ROAD**

**WHEREAS**, Archuleta County has a wealth of publicly accessed lands within the County; and

**WHEREAS**, The County continually strives to ensure that County controlled access to those lands is maintained at a level which encourages the public's use of those lands; and.

**WHEREAS**, Archuleta County, in 2012, was awarded a Public Lands Highway Discretionary (PLHD) Grant of \$3,500,000.00 for the reconstruction of a portion of Piedra Road; and

**WHEREAS**, Subsequent to the award, the County proceeded to reconstruct 3.5 Miles of Piedra Road from the cattle guard at the forest service entrance to Stevens Lake Road; and

**WHEREAS**, The "Piedra Road" project was completed in 2014 and is recognized as an extremely successful project in facilitating access to the upper Piedra and beyond: and,

**WHEREAS**, The 2013/14 project clearly met the goals set out by the Board of County Commissioners for public lands access, and it is understood that the project was only the first of a two phased project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO;**

1. The Board of County Commissioners are committed to the completion of the reconstruction of Piedra Road and unequivocally support the application for a Federal Lands Access Program Grant for the completion of phase II of the Piedra Road Project.

**READ APPROVED AND ADOPTED**, this 17th day of May, 2016.

ATTEST

BOARD OF COUNTY COMMISSIONERS



Attest by *June Madrid*  
 June Madrid, County Clerk  
*Deputy Clerk*

*[Signature]*  
 Michael Whiting, Chairman

Rth: \_\_\_\_\_  
 JUNE MADRID  
 RESOLUTIONS

21602951 5/19/2016 9:41 AM  
 1 of 1 RES R\$0.00 D\$0.00  
 June Madrid  
 Archuleta County



11

**RESOLUTION NO. 2016 - 33**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN SAN JUAN COUNTY COLORADO, LA PLATA COUNTY COLORADO, AND THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY COLORADO, CONCERNING MUTAL AGREEMENTS AND COVENANTS REGARDING THE REMODEL OF THE LA PLATA COUNTY COURTHOUSE TO ACCOMODTE THE RELOCATION OF THE DISTRICT ATTORNEY'S OFFICE OF THE 6<sup>TH</sup> JUDICIAL DISTRICT**

**WHEREAS**, La Plata County Colorado, San Juan County Colorado, and Archuleta County, Colorado desire to enter into an intergovernmental agreement concerning the remodel project in the basement of the La Plata County Courthouse; and

**WHEREAS**, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. §29-1-203; and

**WHEREAS**, the aforementioned counties comprise the 6<sup>th</sup> Judicial District of the State of Colorado; and,

**WHEREAS**, the District Attorney for the 6<sup>th</sup> Judicial District is primarily located in La Plata Count, and has demonstrated the need for additional space; and,

**WHEREAS**, the Board of County Commissioners of La Plata County has agreed that they can dedicate space in the basement of the La Plata County Courthouse to accommodate the needs of the District Attorney's office. The space under consideration however, needs a significant remodel to accommodate the needs of the District Attorney; and,

**WHEREAS**, the affected Counties have agreed that the remodel is necessary and appropriate to meet the needs of the District Attorney and recognize that an agreement among the parties is necessary to establish the appropriate understanding regarding construction and funding related issues.

**NOW, THEREFORE**, be it resolved that the Board of County Commissioners of Archuleta County, State of Colorado, hereby approves the intergovernmental agreement by and between La Plata County Colorado, San Juan County Colorado, and Archuleta County, concerning the details associated with the La Plata County Courthouse remodel to accommodate the relocation of the office of the District Attorney of the 6<sup>th</sup> Judicial District of the State of Colorado.

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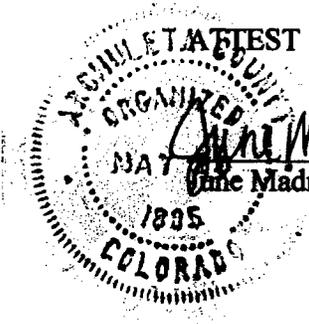
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June Madrid  
Archuleta County

APPROVED AND ADOPTED this 17 day May, 2016 in Pagosa Springs, Archuleta County, Colorado.

BOARD OF COUNTY COMMISSIONERS  
ARCHULETA COUNTY, COLORADO

Michael Whiting, Chair



*June Madrid by Tony McLean*  
June Madrid, County Clerk *Deputy Clerk*

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE BOARDS OF COUNTY COMMISSIONERS OF  
LA PLATA COUNTY, COLORADO, SAN JUAN COUNTY, COLORADO  
AND ARCHULETA COUNTY, COLORADO CONCERNING  
FUNDING OF IMPROVEMENTS TO THE LA PLATA COUNTY COURTHOUSE FOR  
DISTRICT ATTORNEY OFFICES**

**THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF LA PLATA COUNTY, COLORADO, a political subdivision of the State of Colorado ("La Plata County"), the BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO, a political subdivision of the State of Colorado ("San Juan County") and the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, a political subdivision of the State of Colorado ("Archuleta County.")**

**RECITALS**

- A. The District Attorney's Office for the Sixth Judicial District ("DA's Office") serves La Plata County, Archuleta County and San Juan County.**
- B. In accordance with C.R.S. § 20-1-302, the DA's Office is jointly funded by La Plata County, San Juan County and Archuleta County in the proportion that the population of each county bears to the population of the whole Sixth Judicial District, as such percentages are updated from time to time. As of the date of this Agreement, the parties agree that the expenses borne by each County are allocated as follows:**
- La Plata County – 80.60%**  
**Archuleta County – 18.40%**  
**San Juan County – 1.00%**
- C. The DA's Office has outgrown its existing office space location at 1060 Main Ave., Durango, Colorado, and the opportunity exists to remodel the lower level of the La Plata County Courthouse ("Courthouse") to accommodate its needs.**
- D. On April 12, 2016, schematic designs for the remodel of the lower level of the Courthouse for use by the District Attorney for the DA's Office were presented to the La Plata County, San Juan County and Archuleta County Boards of County Commissioners at a work session held at the La Plata County Administration Building.**
- E. La Plata County, San Juan County and Archuleta County wish to enter into an agreement to share the cost of remodeling the lower level of the Courthouse to house the DA's Office.**

F. La Plata County, San Juan County and Archuleta County have authority to act cooperatively and also have the authority and capacity to enter into this agreement pursuant to C.R.S. §29-1-201 *et seq.* and Article XIV, § 18 of the Colorado Constitution.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree as follows:

1. **Recitals.** To the best of the parties' knowledge, the forgoing Recitals are true and accurate and are incorporated into this Agreement by reference.
2. **Project Management.** La Plata County shall be responsible for the management and construction of the project to remodel the lower level of the Courthouse to house the DA's Office ("Project").
  - 2.1. **Plans; Design of Project.** The Project will be conducted in substantial conformance with the schematic designs presented to La Plata County, San Juan County and Archuleta County at the April 12, 2016, work session, which designs are attached to this Agreement as Exhibit A and incorporated by reference ("Plans").
    - 2.1.1. **Structural and Safety Changes.** La Plata County shall be authorized to make any changes to the Plans that it deems necessary or desirable to ensure the structural soundness, long-term integrity or safety of the Courthouse and DA's Office. Cost-overruns derived from any such changes shall be borne by the parties according to the provisions of Section 3 below. La Plata County shall keep the other parties informed as to each such change.
    - 2.1.2. **Unknown Conditions.** La Plata County shall be authorized to make any changes to the Plans that it deems necessary to address conditions that are not identified during the design of the Project, such as concealed conditions uncovered during remodeling; sub-surface conditions; unknown hazardous materials such as lead, asbestos and radon; and changes related to abnormal weather conditions. Cost-overruns derived from any such changes shall be borne by the parties according to the provisions of Section 3 below. La Plata County shall keep the other parties informed as to each such change.
    - 2.1.3. **Other Substantial Changes.** If, after this Agreement is fully executed, La Plata County desires to make other substantial changes or additions to the Plans that are not described in Section 2.1.1 and 2.1.2 above, La Plata County shall provide the other parties with appropriate information, plans or specifications showing, in detail, the nature of the proposed changes or additions. Any change or addition so proposed shall be deemed part of the Plans approved by all parties unless, within ten (10) business days after Notice thereof, either Archuleta County or San Juan County notifies La Plata County that it does not accept the proposed change or addition. La Plata County will keep the other parties informed of each such objection and approved change or addition.



- 2.1.4. **Minor Changes.** The DA's Office may request minor changes in the work or materials dictated by the Plans; provided, that such changes do not affect the general character or increase the overall cost of the remodeling Project and such changes are approved by La Plata County. La Plata County shall keep the other parties informed as to each such change.
- 2.2. **Goods and Services.** La Plata County shall procure the goods and services necessary to complete the Project in the manner it deems appropriate in accordance with its procurement code and procedures.
- 2.3. **Consultants and Subcontracts.** La Plata County shall be responsible for providing all project management services for the Project, including, but not limited to, design, permitting, bid solicitation, consultation, construction contracts and subcontracts, construction management and inspections. All contract bids and awards shall comply with La Plata County's adopted procurement code.
- 2.4. **Construction Timeframe.** The Project is projected to begin in 2016 and is estimated to be completed by May 31, 2017. La Plata County agrees that in its role as supervisor of the Project it shall use its "best efforts" to have the renovation completed by May 31, 2017, but the parties hereby acknowledge and accept that unexpected delays in such construction may be encountered for any number of foreseeable and unforeseeable reasons and, therefore, La Plata County assumes no liability or responsibility for any damages that any party may incur pursuant to any such delay.

### 3. Cost-Sharing and Payments

- 3.1. **Cost Sharing.** In accordance with C.R.S. § 20-1-302, La Plata County, San Juan County and Archuleta County agree to fund and pay for the costs of the Project ("Project Costs" as defined below) based on the following allocations.

La Plata County – 80.60% of the total cost of the Project  
Archuleta County – 18.40% of the total cost of the Project  
San Juan County – 1.00% of the total cost of the Project

- 3.2. **Project Costs.** The parties acknowledge and agree that, at the time of the execution of this Agreement, the total cost to accomplish the Project is currently estimated at \$2,000,000.00 ("Project Costs"). For purposes of this Agreement, the term "Project Costs" shall include the following cost and expense items incurred during the design and remodeling process:

- **Architectural and Engineering (A&E) Costs** – Architectural and design fees include, but are not limited to, costs incurred on feasibility studies, master planning, design costs, and all other cost included from schematic design to final design development and Project completion. Engineering costs include mechanical, structural, plumbing and electrical engineering costs associated with the Project.

- **Contingencies** – An allowance for work that is not fully defined under the current estimate or that arises due to unanticipated costs during demolition and construction. Contingencies include, but are not limited to, design changes due to things such as alternate construction methods, product substitutions, unanticipated regulatory changes and contractor proposed cost savings; structural and safety issues and unknown conditions (see Section 2.1. for a description of structural and safety changes and unknown conditions) that were not identified during the design of the Project; or design deficiencies or errors on the part of the architect or its consultants, including, but not limited to, inadequate detail on documents and failure to comply with codes.
- **Direct Construction Costs** – The cost of remodeling (demolition and construction) the lower level of the Courthouse for the DA's Office, site improvements and all fixed and installed equipment, including, but not limited to the costs of labor, materials, equipment, general requirements and contractor overhead and mark-up.
- **Environmental Abatement** – The costs of abatement of hazardous materials, including, but not limited to, lead, asbestos and radon, whether such hazards are known or unknown during the design of the Project.
- **Other Soft Costs** – Costs associated with Project implementation, including, but not limited to, testing, surveys, other miscellaneous reimbursable costs and consultant services such as AV, technology, communication systems and audio visual consultants, commissioning consultants and other specialty consultants.
- **Permits / Inspections** – The costs of inspections, permits and other regulatory fees paid to governmental entities.
- **Furniture, Fixtures and Equipment** – The costs of any furniture, fixtures and equipment items that will be necessary to ensure functionality and efficiency of the workspace.

It is understood and agreed that the final Project Costs could increase due to any number of items, as described in this Section 3.2. If the final cost of remodeling the lower level of the Courthouse exceeds the estimated Project Costs, La Plata County, San Juan County and Archuleta County shall be responsible for and assume all liability and obligation for paying such additional costs and cost-overruns, regardless of the cause for the increase(s), in accordance with the allocation set forth in Section 3.1 above. After completion of the Project, La Plata County will provide San Juan County and Archuleta County with an invoice detailing the total Project Costs.

3.3. *Up-Front Project Costs.* Subject to reimbursement by San Juan County and Archuleta County as set forth in Section 3.4 below, La Plata County agrees to pay all Project Costs

necessary to undertake and complete the Project when such costs are due to Project contractors, consultants and suppliers.

3.4. *Reimbursement of Costs.* Archuleta County and San Juan County agree to reimburse La Plata County for their respective pro-rata share of the costs of the Project over a ten (10) year period, beginning in 2017 and continuing through 2026. The parties further agree that Archuleta County and San Juan County will pay interest on the unpaid balance of their pro-rata share of the Project costs at the rate of two percent (2.0%) per annum.

3.4.1. *Annual Payments.* Equal annual payment shall be made to La Plata County on or before June 1<sup>st</sup> of each year. The first installment shall be due from both San Juan County and Archuleta County on June 1, 2017. The final payment from each county shall be made June 1, 2026.

If the Project is not completed by May 31, 2017, as contemplated, so that La Plata County cannot provide the actual annual payment amounts due from each party to Archuleta County and San Juan County on or before June 1, 2017, then the 2017 payment due date may be rescheduled by the La Plata County Manager; provided, that the first annual payment due date will not be extended past September 1, 2017.

3.4.2. *Estimated Payments.* Based on an estimated Project cost of \$2,000,000.00, Archuleta County's annual reimbursement payment is estimated to be \$40,968.00 and San Juan County's annual reimbursement payment is estimated to be \$2,227.00. The estimated annual payment includes interest at the rate of two percent (2.0%). The parties acknowledge and agree that this is only an estimate and that the actual amount of the annual reimbursement payments due from each party will be determined and communicated to Archuleta County and San Juan County at the completion of the Project, once the final Project Costs have been calculated.

3.4.3. *Rent.* Reimbursement of the costs of the Project by Archuleta County and San Juan County shall be in addition to any pro rata share of rent to be paid by Archuleta County and San Juan County for the DA's Office space.

#### 4. Term and Termination

4.1. *Term.* The parties' respective obligations under this Agreement shall commence on the date of the last party to sign the Agreement ("Effective Date"). Unless otherwise terminated, as set forth in this Section 4, this Agreement shall terminate upon final payment to La Plata County by Archuleta County and San Juan County in 2026.

4.2. *Termination for Cause.* The failure of any party to perform its obligations under this Agreement, in whole or in part, in a timely and satisfactory manner shall constitute a breach. In the event of a breach, Notice shall be given, in writing, by the aggrieved party to the breaching party. If such breach is not cured within 30 days of receipt of the Notice, or if the cure cannot be completed within 30 days, the aggrieved party may terminate their

participation in this Agreement; provided, that the Agreement will remain in full force and effect with respect to the remaining parties, subject to the provisions of Sections 4.2.1 and 4.2.2 below.

4.2.1. If either Archuleta County or San Juan County terminates this Agreement as a result of a breach by La Plata County, this Agreement will remain in full force and effect with respect to the remaining two (2) parties; provided, that La Plata County will be responsible for payment of all Project costs previously allocated to the terminating County that are incurred after the date Notice of the breach is delivered.

4.2.1.1. If Archuleta County or San Juan County terminates this Agreement pursuant to the provisions of this Section 4.2.1, such County shall be responsible for payment of its pro-rata share of the Project Costs reasonably incurred by La Plata County through the date Notice of the breach is delivered. Such costs shall be paid to La Plata County pursuant to the provisions of Section 3.4.

4.2.2. If La Plata County terminates this Agreement as against Archuleta County or San Juan County, such County's pro-rata share of the Project Costs shall be immediately due and payable in full, including interest.

4.3. *Termination Based Damage or Destruction.* If the Courthouse or DA Office space are damaged or destroyed by fire or otherwise during the Project, La Plata County may choose to restore, repair, replace, rebuild or alter the damaged or destroyed property as nearly as possible to its prior condition (as used in this Section 4.3, "Work"), or terminate this Agreement immediately upon written Notice to the other parties, which will terminate any obligation of San Juan County or Archuleta County to reimburse La Plata County for costs of the Project. If La Plata County chooses to perform the Work, Work shall be commenced as soon as practicable after the parties receive any insurance proceeds designated for such use and shall be performed with reasonable diligence. The parties shall apply all insurance money received on account of such damage or destruction, less the cost of recovery, to pay the cost of the Work. The insurance funds shall be paid out, from time to time as the work progresses according to a process established by La Plata County pursuant to its procurement code or statutory parameters.

## 5. General Provisions

5.1. *Entire Agreement.* This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between La Plata County, San Juan County and Archuleta County. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

5.2. *Modification.* This Agreement may not be amended or modified in any manner, except by written agreement of all parties, and then only to the extent expressly provided therein.

5.3. *Inurement.* This Agreement shall be binding upon all parties hereto and their respective legal representatives, successor and assigns.

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- 5.4. *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. No person other than the parties shall have any rights of any nature whatsoever under this Agreement and may not enforce any provision of this Agreement.
- 5.5. *No Waiver.* The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by any party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.
- 5.6. *Severability.* To the extent that this Agreement may be executed and performance of the obligations of may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- 5.7. *No Presumption.* Each of the parties and its legal counsel have reviewed the Agreement and have had the opportunity to participate in the negotiation and drafting of this Agreement. In any event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity or enforceability of this Agreement or any of its provisions, terms or conditions, there shall be no construction against any party based on that party's involvement in the drafting the Agreement.
- 5.8. *Captions.* Captions are used throughout this Agreement for convenience and reference only, do not in any way limit or amplify its terms and provisions, and shall not be considered, in any manner, in the construction or interpretation of this Agreement.
- 5.9. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same original document. Facsimile, electronically scanned or electronically signed copies of an original signature by any party shall be binding as if they were original signatures.
- 5.10. *Representative Capacity.* Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.
- 5.11. *Notices.* All notices, requests, demands, or other communications ("Notice") under this Agreement (other than routine operational communications or as otherwise expressly set forth herein), shall be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery, (b) Registered or Certified Mail, return receipt requested and postage prepaid, (c) nationally recognized overnight courier, with all fees prepaid and proof of delivery



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June Madrid  
Archuleta County

provided by courier, or (4) email, with proof of a delivery receipt to the Addressee (as defined below). Each Notice shall be addressed to the appropriate person at the receiving party ("Addressee") at the address listed below or to such address as a party may designate by a Notice given in compliance with this section.

For La Plata County:

County Manager, La Plata County  
1101 E. 2<sup>nd</sup> Ave.  
Durango, CO 81031  
Email: [joe.kerby@co.laplata.co.us](mailto:joe.kerby@co.laplata.co.us)

For Archuleta County:

County Administrator, Archuleta County  
398 Lewis Street  
P.O. Box 1507  
Pagosa Springs, CO 81147  
Email: [bhenderson@archuletacounty.org](mailto:bhenderson@archuletacounty.org)

For San Juan County:

County Manager, San Juan County  
1557 Greene Street  
Silverton, CO 81433  
Email:  
[sanjuancounty@frontier.net](mailto:sanjuancounty@frontier.net)

If a Notice that otherwise fulfills the requirements of this Section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

- 5.12. *Governing Law and Venue.* The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with Colorado law. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that jurisdiction and venue for bringing such action shall be in La Plata County, Colorado.
- 5.13. *Attorneys' Fees.* In the event of a dispute as to the terms and conditions of this Agreement, the prevailing party shall collect all reasonable costs and expenses of collection and/or suit including, but not limited to, reasonable attorneys' fees.
- 5.14. *Insurance.* Each County is a public entity within the meaning of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq ("CGIA"). La Plata County, San Juan County and Archuleta County will each maintain, at all times during the term of this Agreement, such liability insurance, by self-insurance or commercial policy, as is necessary to meet their liabilities under the CGIA.
- 5.15. *Colorado Open Records Act.* As a public entity, La Plata County, San Juan County and Archuleta County are subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq. ("CORA"). This Agreement is subject to public disclosure and inspection, pursuant to CORA.

- 5.16. *Non-Waiver of Immunity.* Nothing in this Agreement shall constitute or be construed as a waiver of any immunity by the parties for any purpose whatsoever, including the Colorado Governmental Immunity Act, CRS § 24-10-101, *et seq.* ("CGIA").
- 5.17. *No Joint Venture.* Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between La Plata County, San Juan County and Archuleta County.
- 5.18. *Appropriations.* Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement the day and year indicated by their signatures, and the Agreement shall become effective upon the date of the last party to execute it.

BOARD OF COUNTY COMMISSIONERS  
LA PLATA COUNTY

By: \_\_\_\_\_  
Brad Blake, Chair

\_\_\_\_\_  
Clerk to the La Plata County Board

BOARD OF COUNTY COMMISSIONERS  
ARCHULETA COUNTY

By: \_\_\_\_\_  
Michael Whiting, Chair

June Madrid by \_\_\_\_\_  
Clerk to the Archuleta County Board

BOARD OF COUNTY COMMISSIONERS  
SAN JUAN COUNTY

By: \_\_\_\_\_  
Ernest Kuhlman, Chair

\_\_\_\_\_  
Clerk to the San Juan County Board