

AN AGREEMENT BETWEEN
ARCHULETA COUNTY AND THE TOWN OF PAGOSA SPRINGS
REGARDING THE CREATION OF A JOINT ADVISORY BODY AND THE
ADMINISTRATION OF PARKS AND RECREATION OPPORTUNITIES IN A
COOPERATIVE EFFORT TO PROMOTE PARKS AND RECREATION ACTIVITIES
AND FACILITIES FOR ALL COMMUNITIES WITHIN ARCHULETA COUNTY

THIS AGREEMENT between Archuleta County (hereinafter "County") and the Town of Pagosa Springs, Colorado (hereinafter "Town") is entered into as of the date set forth below. The Town and County are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the importance of parks and recreation activities and facilities have consistently been rated as one of the most important services provided by the Parties to its residents and visitors; and

WHEREAS, the County-wide advisory vote in November 2014, with over 5,000 responses, decisively affirmed the residents' desire for the Parties to join efforts and resources for parks and recreation purposes; and

WHEREAS, the Community Parks and Recreation 2018 Survey (with over 500 responses) also conclusively stated that parks and recreation activities were of paramount importance and that the Parties should collaborate together on this endeavor; and

WHEREAS, each of the Parties receive and allocate funding within their respective jurisdictions for parks and recreation purposes; and

WHEREAS, the Parties agree that combining the County Parks, Recreation, Open Space and Trails (PROST) Committee and the Town Parks and Recreation Commission is an efficient and effective step towards combining efforts; and

WHEREAS, the County and Town further agree that partnering on funding and efforts in a collaborative manner will better serve the community.

NOW, THEREFORE, the County and Town agree as follows:

1. The Combined Parks and Recreation Advisory Board ("Board") shall consist of seven (7) members. The composition of the Board will be:
 - a. 1 County Commissioner (or an appointee of the Commissioners)
 - b. 1 Town Council Member (or an appointee of the Council)
 - c. 5 At-large members from the general public of Archuleta County.

At the effective date of this AGREEMENT for the first year thereafter, the Board membership shall consist of the respective active members of both PROST and the Town Parks and Recreation Commission. It is anticipated over time the Board will come to seven (7) members

through natural attrition. Except for the County Commissioner and Town Council members, the terms for the At Large members shall be for one year, and members shall serve without compensation. Should a vacancy occur, the Board will replace the member on the Board as follows:

- a. County Commissioner and Town Council Member vacancies shall be appointed by Board of County Commissioners or the Town Council respectively.
 - b. For At Large Member vacancies, the Board shall advertise the vacant seat and review submitted applications. The Board shall then recommend a candidate member for review and approval by both the Town Council and County Commissioners.
2. The Board will be administered as outlined below:
- a. The Board will provide written status reports to the County and Town monthly, with verbal presentations provided at the desired frequency of each entity. Reports will be provided to other entities as requested and directed by the Parties.
 - b. The Board shall comply with the Town's procurement and administrative policies currently in effect and as they may be amended from time to time.
 - c. The Town Parks and Recreation Director shall attend meetings of the Board and provide updates and information, as necessary.
 - d. The Board may appoint subcommittees, as needed, to provide necessary focus to all areas in which parks and recreation impact the community.
 - e. The Board will meet at least quarterly, or more often if it chooses, and shall determine a location and meeting dates and times at the start of the year. Meetings shall be open to the public and a record of proceedings in the form of minutes shall be made.
3. The General Scope of the Board is outlined below:
- a. Advise the Town and County and other stakeholders regarding parks and recreation matters;
 - b. Hear requests from community groups and recreational organizations regarding funding for facilities or programs and make recommendations to the Town and County regarding same;
 - c. Assist the Town and County with master plans and strategic planning for future parks and recreation facilities;
 - d. Develop and recommend new policies, ordinances, administrative procedures and other means to expand the parks and recreation programming in a coordinated and efficient manner;
 - e. Conduct studies and make recommendations related to new park and recreation plans, goals and objectives; and
 - f. Perform any other duties to advise on or assist with park and recreation matters as assigned by the Town Council or County Commissioners.

4. County agrees to remit to Town annually an amount of Sixty Thousand Dollars (\$60,000.00) from the State of Colorado Conservation Fund's annual allocation. This represents an additional \$30,000 above the \$30,000 annual contribution that the County has been providing since the 2008 Agreement Regarding Conservation Trust Funds between the Parties. The Town shall utilize these additional funds as a further contribution to maintain existing parks and recreation services and facilities under the jurisdiction of the Town. Any agreement for maintenance or other services between the Town and County for County parks or recreation facilities shall be set out in a separate agreement.
5. This AGREEMENT will commence on April 1, 2019 and shall continue until December 31, 2019 and shall automatically extend for additional one year terms unless either party gives written notice to the other party at least ninety (90) days prior to the end of the then-current term.
6. The obligations of the parties are subject to the annual appropriation of funds by their respective governing bodies.
7. No Third Party Beneficiaries. This AGREEMENT is not intended to, and will not be construed to, confer a benefit or create any right on a third party, or the power of right to bring an action to enforce any of its terms.
8. This AGREEMENT may be amended only by written instrument duly signed and executed by the County and Town.
9. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this AGREEMENT on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement and understand that all Parties are relying upon these representations in entering into the AGREEMENT.
10. The provisions of this AGREEMENT are severable and the adjudicated invalidity of any provision or portion of this AGREEMENT shall not in and of itself affect the validity of any other provision or portion of this AGREEMENT, and the remaining provisions of this AGREEMENT shall remain in full force and effect. If a Court of competent jurisdiction were to determine that a provision of this AGREEMENT is invalid or unenforceable, then the Parties agree to promptly use good faith efforts to amend this AGREEMENT or reflect the original intent of the parties in accordance with the applicable law. This AGREEMENT shall be construed and enforced in accordance with the laws of the United States and the State of Colorado.
 - a. This AGREEMENT constitutes the entire agreement between the County and Town, and supersedes all prior negotiations, representations or other agreements regarding a joint advisory park and recreation board.
 - b. In the event of a dispute between the parties as to the language of this

AGREEMENT or the construction or meaning of any term hereof, this AGREEMENT will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the ____ day of _____, 2019.

Board of County Commissioners:

Town of Pagosa Springs:

By: _____

By: _____

Ronnie Maez, Chairman
Board of County Commissioners
Archuleta County

Don Volger, Mayor
Town of Pagosa Springs

Date: _____

Date: _____