

**SHARED SERVICES AGREEMENT
BETWEEN THE ARCHULETA COUNTY BOARD OF COUNTY COMMISSIONERS,
ARCHULETA COUNTY SHERIFF'S OFFICE AND PAGOSA LAKES PROPERTY
OWNERS ASSOCIATION**

This Shared Services Agreement (the "Agreement") is entered into as of the 13th day of January, 2022, by and among the Archuleta County Board of County Commissioners (the "County"), the Archuleta County Sheriff's Office ("ACSO") and Pagosa Lakes Property Owners Association ("PLPOA"). The above-named entities are sometimes referred to in this Agreement each as a "Party" and collectively as the "Parties."

The Parties have a common desire by the execution of this Agreement to evidence their understanding with respect to the employment of a full-time Animal Control Officer ("AC Officer") by the County for services to be provided to ACSO and PLPOA, together with the Parties' obligations for certain costs and expenses incurred in connection therewith.

The Parties hereby agree as follows:

1. The County agrees to recruit and hire a full-time AC Officer, whose duties will include the following within the boundaries of unincorporated Archuleta County as well as within the boundaries of PLPOA:
 - a) Enforcement of County codes and tasks related to the care, control and licensing of animals within the County's and PLPOA's boundaries, including, but not limited to enforcement of leash laws, livestock restrictions, licensing requirements, barking/nuisance and vicious dog ordinances and Colorado Revised Statutes related to animals;
 - b) Responding to calls and complaints, conducting investigations, gathering information and issuing citations for violations of animal regulations and/or short-term rental code violations;
 - c) Conducting animal rescues and abuse/cruelty/neglect investigations; and
 - d) Working within unincorporated Archuleta County and PLPOA to locate stray animals, occasionally bagging dead animals for pick-up, and impounding live animals.
 - e) Meeting with PLPOA administration on a monthly basis.

2. Notwithstanding anything herein to the contrary, and in recognition of the fact that the services to be performed and provided by the Parties hereunder are to be furnished, performed and provided in exchange for the reimbursement provided herein, the Parties shall only be liable to one another for gross negligence or willful misconduct in the performance of their obligations hereunder, and no Party nor any of its affiliates or agents as such Party shall appoint to perform duties hereunder or their respective directors, stockholders, officers, members, partners, employees, agents, consultants, representatives, successors, transferees and assignees, shall be

liable to the other Party or Persons who have acquired interests in the other Party, whether as shareholders, partners, assignees or otherwise, for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful misconduct.

3. PLPOA hereby agrees to pay to the County the total sum of Forty Thousand Dollars (\$40,000.00) per year in exchange for the AC Officer performing the duties set forth in Paragraph 1 above within the boundaries of PLPOA. This amount shall be applied to the AC Officer's annual salary, benefits and equipment, and the ACSO shall pay any remaining amount for the AC Officer's total annual salary, benefits and equipment.

4. Subject to the cost sharing under Paragraph 3, the ACSO will provide and be responsible for the AC Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Sheriff's office, including but not limited to: sick leave (including FMLA leave as applicable), holiday leave, compensatory time, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance and medical/dental insurance.

5. The AC Officer shall be an employee of the ACSO and shall be subject to the administration, supervision and control of the ACSO and that the AC Officer shall execute and perform his duties pursuant to this Agreement in accordance with the standard operating procedures as set forth and modified from time to time by the ACSO.

6. The ACSO shall set and revise from time to time, the standard operating procedures to address circumstances under which the AC Officer may be required to act and to coordinate with County and/or PLPOA officials. The ACSO shall provide to PLPOA, as soon as practicable after adoption or revision thereof, copies of such operating procedures as are pertinent to PLPOA.

7. The AC Officer will work a schedule, consistent with the ACSO's policies and procedures and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, the AC Officer will devote his/her full shift to the duties set forth in Paragraph 1. The AC Officer shall attend in-person training conducted by the ACSO scheduled throughout the year.

8. The ACSO shall provide the AC Officer with the following equipment:

- a) Animal Control Vehicle. ACSO will provide this and agrees to provide all vehicle maintenance and insurance; and
- b) Uniforms, weapons and tools needed for animal control work.

9. The ACSO shall purchase and maintain a general comprehensive police liability insurance policy with sufficient coverage for any acts or omissions that occur or claims that are made during the term of this Agreement.

10. Notice shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited for delivery by the United States Postal Service.

If to County: County Manager, Archuleta County
PO Box 1507, 398 Lewis Street
Pagosa Springs, CO 81147

If to ACSO: Sheriff, Archuleta County
PO Box 638, 85 Harman Park Drive
Pagosa Springs, CO 81147

If to PLPOA: General Manager, PLPOA
230 Port Avenue
Pagosa Springs, CO 81147

11. The Parties covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

12. The Parties enter into this Agreement as separate independent entities and shall maintain such status throughout the term hereof.

13. Unless stated otherwise herein, each term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado Law and the ordinances, regulations and policies enacted by all Parties hereto.

14. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named Parties hereto. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the expressed intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

15. This Agreement embodies the entire agreement of the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties.

16. All obligations under this Agreement are subject to the appropriation process and budgeting requirements of Colorado Law. Because this Agreement involves the expenditure of

public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the County. 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.

17. This Agreement may be signed in counterparts and each Agreement shall be deemed an original and all the Agreements taken as a whole shall constitute the same instrument.

18. The term of this Agreement shall begin on 12:01 a.m. January 16, 2022 and continue through December 31, 2022 and will auto-renew unless terminated as provided in Paragraph 20.

19. The Parties, agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

20. This Agreement may be terminated by either party by giving ninety (90) days' notice to the other Parties that it has failed to substantially perform in accordance with the terms and conditions of this Agreement, or upon the failure of the governing body of any Party to budget and appropriate sufficient funds to meet such Party's obligations hereunder in any fiscal year during the term hereof. This Agreement may be terminated by any Party for convenience upon giving one hundred eighty (180) days' notice to the other Parties. Upon termination, any funds provided by PLPOA shall be prorated and returned to PLPOA.

21. Nothing in this Agreement shall be construed: (i) as a waiver by the County and/or ACSO of immunity provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. as it may be amended from time to time; (ii) as creating an assumption of any duty or obligation with respect to any third party where no such duty previously existed; or (iii) as creating any rights enforceable by such third Parties.

Executed on the day, month and year first mentioned above.

ARCHULETA COUNTY SHERIFF'S
OFFICE

By: _____

Printed Name: Mike La Raux

PAGOSA LAKES PROPERTY OWNERS
ASSOCIATION

By: _____

Printed Name: DAN MAYER

Approved:

BOARD OF COUNTY COMMISSIONERS OF
ARCHULETA COUNTY, COLORADO

Alvin Schaaf, Chairman

ATTEST:

County Clerk & Recorder