Town Hall 551 Hot Springs Blvd
Pagosa Spring, CO 81147

AGENDA

Town Council Meeting
April 9, 2026 @ 5:00 PM

REMOTE PARTICIPATION

Join Zoom Meeting By Computer - https://us06web.zoom.us/j/84183643649
Dial by Phone - 1-669-900-6833 US - Meeting ID: 841 8364 3649

A Zoom link is made available. The Town cannot guarantee internet service or online broadcasting.
Remote participation is at the risk of attendees. The meeting will continue in person regardless of the broadcast capability.

I. **CALL MEETING TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **ELECTION: SWEARING IN OF MAYOR AND NEW COUNCIL MEMBERS, APPOINTMENT OF MAYOR PRO-TEM, AND ADVERTISEMENT TO FILL COUNCIL VACANCY**

V. **DISCLOSURES AND/OR CONFLICT OF INTEREST**

VI. **PUBLIC COMMENT**

VII. **CONSENT AGENDA**

1. **Approval of the March 17, 2026 Meeting Minutes**
2. **Proclamation in Support of Arbor Day**
3. **Proclamation in Support of International Dark Sky Week**
4. **Appointing Alternate Member to Dark Sky Steering Committee**
5. **Proclamation for Sexual Assault Awareness Month**
6. **Presentation of the Certificate of Achievement for Excellence in Financial Reporting**

VIII. NEW BUSINESS

1. **School Project Proposal**

2. **Apache St. Trail Discussion**

3. **Dispatch Services Agreement**

4. **Consider Allocating $50,000 from the Workforce Housing Account to support water and sewer tap fees for the five homes presently under construction by the Pagosa Springs Community Development Corporation**

5. **Upgrades to the Sewer System Conveyance System, including Pumps and Electrical System Upgrades**

6. **Roaring Fork Engineering Service agreement for design and permitting for Wastewater Treatment Facility.**

IX. PUBLIC COMMENT

X. MAYOR, COUNCIL, TOWN MANAGER COMMENTS/UPCOMING AGENDA ITEMS

XI. UPCOMING COUNCIL MEETINGS

April 21, 2026 at 5:00 pm: Regular Council Meeting
April 27, 2026 at 5:00 pm: Joint Town-County Work Session
May 5, 2026 at 5:00 pm: Regular Council Meeting
May 19, 2026 at 5:00 pm: Regular Council Meeting
May 25, 2026 at 5:00 pm: Joint Town-County Work Session
June 2, 2026 at 5:00 pm: Regular Council Meeting
June 16, 2026 at 5:00 pm: Regular Council Meeting
June 22, 2026 at 5:00 pm: Joint Town-County Work Session

XII. EXECUTIVE SESSION

1. **Executive Session per C.R.S. 24-6-402 (4)(a): Discussion concerning the purchase, acquistion, lease, transfer, or sale of any real, personal, or other property interest related to Project 102**

2. **Executive Session per C.R.S. 24-6-402(4)(a): Discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project 17**

XIII. RECONVENE IN REGULAR SESSION

1. **Council may act in regular session on item(s) discussed in Executive Session**

Public comment and agenda comment item sign-up sheets are available at the meeting
Copies of proposed Ordinances and Resolutions are available to the public from the Town Clerk

2. Reimbursement Resolution regarding Project 102

XIV. ADJOURNMENT

Shari Pierce
Mayor

Town Hall 551 Hot Springs Blvd
Pagosa Spring, CO 81147

MINUTES

Town Council Meeting
March 17, 2026 @ 5:00 PM

A regular meeting of the Pagosa Springs Town Council was called to order on March 17, 2026 at 5:00 PM in the Town Hall 551 Hot Springs Blvd.

COUNCIL PRESENT: Mayor Pierce, Council Member Williams, Council Member Bergon, Council Member Martinez, Council Member Lindner

COUNCIL ABSENT: Council Member DeGuise, Council Member deGraaf

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. DISCLOSURES AND/OR CONFLICT OF INTEREST

None

V. PUBLIC COMMENT

Mr. Mark Weiler said a big thank you to Town Council for allowing him the honor of serving on the Planning Commission. Ms. Laura Nehring said there is a lack of signage on the snow routes. She received a ticket on 4th Street, and there is no sign designating 4th Street as a snow route. Ms. Lori Fortney said she also received a parking ticket on 4th Street. She said more signs need to be installed.

VI. CONSENT AGENDA

1. Approval of the March 3, 2026 Meeting Minutes

2. February Financial Statement and Payments

3. Resolution 2026-04, Appointing Regular Planning Commission Member

4. Resolution 2026-05, Supporting Ballot Question A

5. Resolution 2026-06, Supporting Ballot Issue B

6. Appointing Member to Dark Sky Steering Committee

Council Member Williams moved to approve the consent agenda, Council Member Bergon seconded. Motion Passed

VII. REPORTS TO COUNCIL

1. Sales Tax Brief

Sales tax receipts for January show a decline of 10.64% compared to January 2025. This is approximately $72,000 less than would be split between the General and Capital funds. The first 1% sales tax remittance into the Sewer Infrastructure Facility Fund (SIFF) was received for January collections. The amount of $177,298 is lower than anticipated, but is expected to grow as vendors properly collect and remit the amount to the Colorado Department of Revenue.

2. Other Department Reports

a. Administration Report

b. Development Department Reports

c. Lodging Tax Report

d. Municipal Court Department Report

e. Parks and Recreation

f. Public Works Report

VIII. UNFINISHED BUSINESS

1. Ordinance 1026, Second Reading, Adopting the 2025 Colorado Wildfire Resiliency Code

Ordinance 1026 adopts the 2025 Colorado Wildfire Resiliency Code as required by the State of Colorado. This code will be implemented no later than July 1, 2026. Staff believes this code may add 5% to the construction costs.

Council Member Bergon moved to approve second reading of Ordinance 1026 adopting the 2025 Colorado Wildfire Resiliency Code, Council Member Martinez seconded. Motion Passed

IX. NEW BUSINESS

1. Allocation of 2026 Early Childcare and Education Funding

Town Council allocated $88,000 in the 2026 budget to assist early childcare and education facilities. Seven organizations requested funding of $91,434. The council reviewed the applications and provided input on the suggested contribution amounts.

Council Member Martinez moved to allocate a total of $87,949.85 to the ECE organizations as awarded per the Town Council worksheet on March 17, 2026, Council Member Williams seconded. Motion Passed

X. PUBLIC COMMENT

Mr. Ben Fox said he is the director at WIngs Early Childcare. He said a thank you for the Town Council's support. He said there needs to be intentional discussion on how to fund these organizations.

XI. MAYOR, COUNCIL, TOWN MANAGER COMMENTS/UPCOMING AGENDA ITEMS

Mr. Karl Johnson will be serving as the sewer projects administrator. Mr. Phil Bennett will be serving as the interim Public Works Director. May 28th the Town is hosting the CML regional meeting. April 7th at 5:00 pm will be a work session for Reservoir Hill funding and a master vision for recreation.

XII. EXECUTIVE SESSION

1. Executive Session per C.R.S.24-6-402(4)(b): For the purpose of a conference with the Town's legal counsel regarding specific legal questions pertaining to the September 10, 2025, Intergovernmental Agreement between the Town and Archuleta County regarding the Tourism Advisory Board

This item is tabled until a later date.

2. **Executive Session per C.R.S. 24-6-402(4)(a): Discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project 102**

3. **Executive Session per C.R.S. 24-6-402(4)(a): Discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project Love**

Council Member Lindner moved to enter executive session per C.R.S. 24-6-402(4)(a): discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project 102, and discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project Love, Council Member Bergon seconded. Motion Passed

Council entered executive session at 6:30 pm. Mayor Pierce called the meeting back into regular session at 7:51pm.

XIII. RECONVENE IN REGULAR SESSION

1. **Council may act in regular session on item(s) discussed in Executive Session**

Council Member Bergon moved to direct staff to move forward as discussed in executive session, Council Member Williams seconded. Motion Passed

XIV. UPCOMING COUNCIL MEETINGS

March 23, 2026 at 5:00 pm: Joint Town-County Work Session
April 9, 2026 at 5:00 pm: Special Town Council Meeting
April 21, 2026 at 5:00 pm: Regular Council Meeting
April 27, 2026 at 5:00 pm: Joint Town-County Work Session
May 5, 2026 at 5:00 pm: Regular Council Meeting
May 19, 2026 at 5:00 pm: Regular Council Meeting
May 25, 2026 at 5:00 pm: Joint Town-County Work Session

XV. ADJOURNMENT

Mayor Pierce adjourned the meeting at 7:57 pm.

Shari Pierce
Mayor

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Darren Lewis

PROJECT:	Proclamation in Support of Arbor Day
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
Staff requests that Town Council read the attached Arbor Day proclamation in support of Arbor Day. Town staff plan to plant trees on National Arbor Day, which is Friday, April 24th, at Centennial Park at 10 a.m. In 2021, the Town was recognized for the first time as a Tree City USA and continues to uphold that designation each year. The Tree Board is the Combined Parks and Recreation Board.

A Proclamation by the Town Council of the Town of Pagosa Springs

PROCLAMATION IN SUPPORT OF ARBOR DAY

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the United States and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in the Town of Pagosa Springs, Colorado increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, in 2021, the Town of Pagosa Springs, Colorado was recognized as a Tree City USA for the first time by The National Arbor Day Foundation and desires to continue its tree-planting practices; and

WHEREAS, the State of Colorado will celebrate Arbor Day on the fourth Friday of April; and

WHEREAS, the Town of Pagosa Springs will celebrate Arbor Day on April 24th, which is National Arbor Day, by planting trees at Centennial Park.

NOW THEREFORE, This Town Council of the Town of Pagosa Springs, Colorado, hereby proclaim, **ARBOR DAY,** in the Town of Pagosa Springs, Colorado, and I urge all Pagosa Springs citizens to support our Town's efforts to protect our trees and woodlands. Further, I urge all Pagosa Springs citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

GIVEN under my hand and seal this _9th___ day of April, 2026.

Attest:

____

April Hessman, Town Clerk

Signed:

____

Mayor, Shari Pierce

TOWN OF PAGOSA SPRINGS COLORADO

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Owen O'Dell

PROJECT:	Proclamation in Support of International Dark Sky Week
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:

The Town of Pagosa Springs' Dark Sky Steering Committee requests that Town Council read the attached proclamation in support of International Dark Sky Week. The Town of Pagosa Springs celebrated this week last year (2025). With the newly formed Dark Sky Steering Committee's objective of Dark Sky Place Certification, the recognition of this week will show the committee's dedication to the initiative.

A Proclamation by the Town Council of the Town of Pagosa Springs

PROCLAMATION IN SUPPORT OF INTERNATIONAL DARK SKY WEEK
APRIL 13th – 20th, 2026

WHEREAS, the Town of Pagosa Springs is located adjacent to the San Juan National Forest, the Weminuche Wilderness, and the South San Juan Wilderness, where we regularly enjoy dark skies; and

WHEREAS, the Town of Pagosa is in close proximity to Chimney Rock National Monument, a newly certified Dark Sky Park within Archuleta County; and

WHEREAS, our local dark skies encourage people to experience stargazing with and without telescopes or binoculars; and

WHEREAS, these experiences can lead to further interest in astronomy, astrophysics, even mathematics, and just the pleasure of experiencing the natural world; and

WHEREAS, Colorado is home to many nocturnal wildlife species which require the natural cycle of night and day to migrate, hunt for food, procreate, pollinate, and mate; and

WHEREAS, the Town of Pagosa Springs Planning Department is working to minimize light pollution; its effects on human health and wellness, harm to wildlife, harm to our ecosystem, energy waste, crime and safety, and our heritage of dark night skies; and

WHEREAS, the Town of Pagosa Springs has formalized a Dark Sky Steering Committee with the objective of obtaining Dark Sky Place Certification; and

WHEREAS, Dark Sky International, the globally recognized authority on light pollution, recognizes Dark Sky Week as an opportunity to raise awareness of the effects of light pollution, to provide education, resources, and solutions for the public; to encourage responsible outdoor lighting in our neighborhoods, to encourage the protection of dark skies as well as the enjoyment of our night skies, and

WHEREAS, following the Five Principles of Responsible Outdoor Lighting include useful, targeted, low-level, controlled, and warm colored lighting to maintain our unique rural character and improve the quality of life for all citizens and visitors.

NOW, THEREFORE, be it resolved, that we, the Town Council of Pagosa Springs, Colorado, do hereby proclaim April 13-20, 2026, to be ***International Dark Sky Week***. We ask that each resident and visitor to the Town of Pagosa Springs join us in observing and enjoying Dark Sky Week 2026. We also ask that everyone help raise awareness of light pollution and support our precious resource of dark skies. We ask and encourage all residents and visitors to learn about the benefits of dark skies in our community, and to celebrate everything dark skies represent.

GIVEN under my hand and seal this ____ day of April 2026.

Attest:

____
April Hessman, Town Clerk

Signed:

____
Shari Pierce, Mayor

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Owen O'Dell

PROJECT:	Appointing Alternate Member to Dark Sky Steering Committee
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
On October 7, 2025, the Planning Division proposed to Town Council the desire to form a Dark Sky Steering Committee to pursue International Dark Sky Certification through Dark Sky International (DSI). The results were (5-2) to approve staff to proceed with soliciting interested committee members for Town Council's consideration for appointments and proceeding with preparations for the Dark Sky Community designation.

Staff has since advertised via *The Pagosa Springs Sun* and MyPagosa.org and has received a handful of qualified applicants.

Town Council is asked to consider recommendations for the Town of Pagosa Springs' Dark Sky Steering Committee member appointments.

The Steering Committee will consist of not more than 5 regular and 2 alternate members who are appointed by Town Council by vote. Member duties include those outlined in an application prepared by staff. Members are appointed to the committee with the term ending after the Town of Pagosa Springs achieves International Dark Sky Certification. Meetings will be held quarterly, unless otherwise dictated by the Sterring Committee. A quorum to conduct Dark Sky business consists of 3 members.
Attached is the copy of the interested individual to be appointed to the committee.

Member Application which identifies the member's expectations with attendance, advocacy, participation, and leadership roles. With the final page (page 4) being the applicant's credentials for consideration of appointment.

Town Council may, by vote, fill vacancies, designate alternate members, and remove members with or without cause.

RECOMMENDATIONS:
Approval of the consent agenda includes the approval of Dark Sky Steering Committee Alternate Member Preston Bass.

P.O. Box 1859
551 Hot Springs Boulevard
Pagosa Springs, CO 81147

Phone: 970.264.4151
Fax: 970.264.4634
www.pagosasprings.co.gov

Dark Sky Steering Committee Member Application

Full Name Preston Bass

I have been a resident of Pagosa Springs (Unincorporated Archuleta County) for 9 years.

Are you currently serving on any Boards, Committees, or Stakeholder Groups in Pagosa Springs?
Yes__ or No X
If yes, please list. ____

Please list any training, education, or skills that you believe would enhance your ability to serve as a Dark Sky Community Steering Committee Member.

Having attended the USAF Academy and running a business of my own has given me practical skills in leadership and team management, the ability to overcome obstacles, and the ability to negotiate with others to find alternative solutions. I believe that I could play a supportive role on the Dark Sky Committee.

Please explain why you are seeking appointment to this committee.

During the decade I have been here, I have seen a decrease in the quality of our night skies. I believe it is important to preserve what brought many of us out here. I would like to support our community and help keep Pagosa's night skies dark.

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM:

PROJECT: Proclamation for Sexual Assault Awareness Month
ACTION:

PURPOSE/BACKGROUND:

A Proclamation by the Town Council of the Town of Pagosa Springs

PROCLAMATION IN SUPPORT OF SEXUAL ASSAULT AWARENESS MONTH

Sexual Assault Awareness Month serves as a critical opportunity for our community to confront an issue that too often remains hidden in silence and shame. Every year, too many individuals - our neighbors, colleagues, family members, and friends - experience the devastating trauma of sexual violence. By dedicating this month to awareness, education, and action, we shine a light on the prevalence of sexual assault, challenge the myths and misconceptions that perpetuate harm, and send a powerful message to survivors: you are not alone, you are believed, and support is available. This observance is not merely symbolic - it is a call to action for all of us to create safer communities, hold perpetrators accountable, support survivors with compassion and resources, and work collectively toward a future where sexual violence is no longer tolerated or ignored.

WHEREAS, sexual assault remains a serious crime in Pagosa Springs that affects individuals of all ages, genders, races, and socioeconomic backgrounds in our community and across the nation; and

WHEREAS, sexual violence has far-reaching consequences for survivors, their families, and our entire community, impacting physical health and mental well-being; and

WHEREAS, Rise Above Violence served 30 survivors of sexual assault or abuse last year, most of them children; and

WHEREAS, sadly we know there are many more, with an estimated 63-80% of cases going unreported; and

WHEREAS, it is imperative that we work together as a community to create a culture of respect, consent, and accountability - that we believe survivors, and we stop protecting the accused rather than the harmed; and

WHEREAS, we must amplify the voices of survivors, especially those most vulnerable in our communities, to ensure their experiences guide our efforts to combat sexual violence in all its forms; and

WHEREAS, April has been designated as Sexual Assault Awareness Month nationally to raise public awareness about sexual violence and educate communities on what they can do to end it.

NOW, THEREFORE, be it resolved, that we, the Town Council of Pagosa Springs, Colorado, hereby proclaim the month of April, 2026 as **SEXUAL ASSAULT AWARENESS MONTH** in Pagosa Springs, Colorado. We call upon all citizens, government agencies, private businesses, nonprofit organizations, and educational institutions to actively participate in prevention efforts and to support survivors of sexual assault.

GIVEN under my hand and seal this ____ day of April, 2026.

Attest:	Signed:
____________________________	________________________________
April Hessman, Town Clerk	Shari Pierce, Mayor

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: David Harris

PROJECT:	Presentation of the Certificate of Achievement for Excellence in Financial Reporting
ACTION:	Information Only

PURPOSE/BACKGROUND:
Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Town of Pagosa Springs for its annual comprehensive financial report for the fiscal year ended December 31, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Pagosa Springs
Colorado

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2024

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

3/25/2026

Shari Pierce
Mayor
Town of Pagosa Springs, Colorado

Dear Shari:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2024 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM:

PROJECT: School Project Proposal
ACTION:

PURPOSE/BACKGROUND:

Sage Merrill-Exton, a student at Pagosa Springs Middle School, approached the Mayor and Town Manager about the possibility of adding student artwork around the Town including art in crosswalks. She presented a preliminary concept and has been working with Rebecca Tenpenny, Parent Child Incorporated Executive Director, to finalize a proposal. If approved, the plan is to have Ms. Tenpenny work with some PCI participants assist with the painting project. This project will be coordinated with Public Works and/or Parks.

Sage's father is Josh Merrill-Exton who has been in attendance with her at several Council meetings since the beginning of the year.

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Darren Lewis

PROJECT: Apache St. Trail Discussion
ACTION: Discussion and Action

PURPOSE/BACKGROUND:

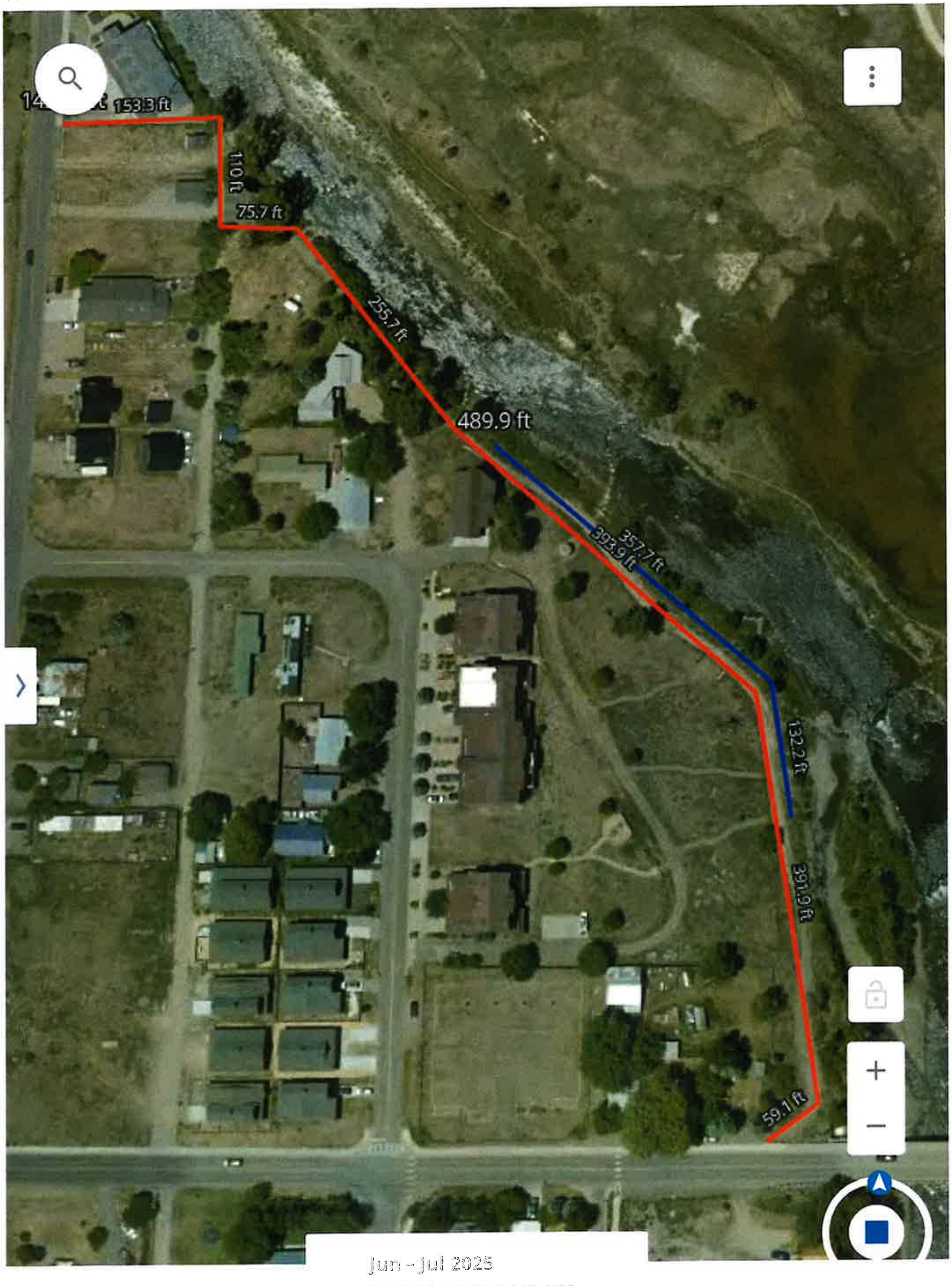
Staff have maintained the soft-surface (mulch) trail originating from Apache Street for the past seven years (see attached map); however, the trail has experienced washouts on three separate occasions during that time. While the Town holds an easement for the trail, the corridor is bordered by private property on both sides, which presents ongoing maintenance and sustainability challenges.

Staff recommends that the Town Council formally approve the discontinuation of maintenance for the existing soft-surface trail until such time that a more durable, hard-surface trail can be constructed. Staff further recommends retaining the easement to preserve the opportunity for future trail development.

RECOMMENDATION:

1. move to discontinue maintenance of the soft-surface trail at Apache Street and to retain the existing easement for potential future trail development.
2. move to continue to maintain the soft-surface trail and bring the trail back to its original condition prior to the October flood.
3. Direct staff otherwise.

DL


153.3 ft
110 ft
75.7 ft
255.7 ft
489.9 ft
357.7 ft
393.9 ft
132.2 ft
391.9 ft
59.1 ft
Jun - Jul 2025
Captured: Jun 22 - Jul 17, 2025

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: William Rockensock

PROJECT:	Dispatch Services Agreement
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
On November 18th, 2025, the Archuleta County Board of County Commissioners approved resolution 2025-66 terminating the IGA for consolidation of emergency dispatch.

The 2019 amended IGA provides the following language.

ARTICLE X.
TERMINATION OF AGREEMENT

This Agreement shall continue in full force and effect, subject to amendments, until a majority of the Parties have terminated their participation in this Agreement pursuant to paragraph 10.2 of this Agreement.

The governing bodies for three of the four IGA Parties have duly passed and adopted a resolution authorizing the termination of the IGA on agreed-upon terms set forth in the IGA.

The Town of Pagosa Springs Police Department requires emergency dispatch services.

The user service agreement with Archuleta County is submitted for consideration.

ATTACHMENTS:
Service User Agreement

FISCAL IMPACT:
2025 $424,000.00 / 2026 $486,026.00

GOALS & OBJECTIVES:

RECOMMENDATIONS:
1. Move to Approve User Agreement with Archuleta County.

2. Move to Approve User Agreement with the following changes.

3. Move to Reject User Agreement with Archuleta County.

4. Direct Staff in alternatives.

SERVICE USER AGREEMENT

This **SERVICE USER AGREEMENT** ("Agreement") is made by and between the County of Archuleta acting through Archuleta County Sheriff's Office ("ACSO") and the Town of Pagosa Springs ("Service User"). ACSO and Service User are sometimes collectively referred to herein as, the "Parties" or singularly as, a "Party."

WHEREAS, Service User is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Pagosa Springs Home Rule Charter of 2003, as amended, and for purposes of this Agreement Service User is considered a Law Enforcement Agency as that term is used herein;

WHEREAS, ACSO owns and operates a center for emergency services dispatching and communications located at 85 Harman Park Drive, Pagosa Springs, Colorado 81147 ("Dispatch Center");

WHEREAS, the purpose of this Agreement is to ensure reliable, quality, coordinated emergency communications for the service areas of the ACSO and all Service User agencies purchasing 911 Dispatch Services from the ACSO, including, without limitation, the following: the Town of Pagosa Springs, Colorado, the Pagosa Fire Protection District and the Upper San Juan Health Service District d/b/a Pagosa Springs Medical Center ("User Agencies"). This Contract establishes the terms and conditions under which Service User agencies purchase, and the ACSO provides, 911 Dispatch Services to the Service User agency and other local governmental and non-governmental entities;

WHEREAS, Archuleta County, the Town of Pagosa Springs, the Pagosa Fire Protection District, and the Upper San Juan Health Service District (collectively the "IGA Parties") entered into a First Amended and Restated Intergovernmental Agreement for Consolidation of Emergency Communications for Archuleta County, Town of Pagosa Springs, Upper San Juan Health Service District and Pagosa Fire Protection District ("IGA") for the entities to collectively provide for combined emergency communication and 911 dispatch services, and it is the intent of the IGA Parties that the IGA be terminated concurrently with the commencement date of this Agreement so there is no lapse in emergency communication services;

WHEREAS, Service User has requested that ACSO continue to provide 911 call receiving and dispatch services to Service User;

WHEREAS, ACSO is willing to provide such services upon the terms and conditions contained herein;

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, Prior to the effective date of this Agreement, the governing bodies for three of the four IGA Parties have duly passed and adopted a resolution authorizing the termination of the IGA on agreed upon terms set forth in the IGA. Pursuant to its own terms, the IGA has been terminated. (IGA, Article X).

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

ARTICLE 1
SERVICES PROVIDED

1.1 Emergency Communications Services. During the term of this Agreement, ACSO will provide Service User twenty-four (24) hour 911 call receiving and emergency dispatching services consisting of Emergency Services reporting, Emergency Services dispatching, Emergency Services communications, and coordination and support services between Service User and other Service Users, and associated non-emergency dispatching service (collectively "Emergency Communications Services"), through the Dispatch Center for Service User's citizens, visitors and responders. For purposes of this Agreement, "associated non-emergency dispatching service" shall mean providing to persons who call the Dispatch Center for non-emergency inquiries, initial assistance when possible, such as call transfers, referrals to appropriate agencies or organizations, and basic public information.

1.2 Service Level Agreement. The performance and service level standards and protocols for the Emergency Communications Services shall be as specified in the Service Level Agreement set forth in Exhibit A, attached hereto and incorporated herein. The Service Level Agreement shall be reviewed annually by the Parties not less than thirty (30) days prior to the end of the calendar year and may be adjusted or amended only upon written agreement, signed by both parties.

1.3 Law Enforcement Agency Data Communications. Because the Service User is a law enforcement agency, ACSO will provide information from the Colorado Crime Information Center, as needed, and if required, the Parties shall also enter into a separate guard agency agreement provided by the Colorado Bureau of Investigation.

ARTICLE 2
TERM AND TERMINATION

2.1 Term. This Agreement shall be effective upon authorized execution by both the Archuleta County Sheriff or designee and the Service User agency. The terms of this contract shall apply retroactively beginning January 1, 2026, and shall terminate on December 31, 2030, or sooner if any of the funding expires, or is sooner terminated or unless performance is extended in accordance with this Agreement. Thereafter, this agreement shall automatically renew in one-year increments, unless three hundred and sixty five (365) days' notice is provided.

2.2 Termination. This Contract may be terminated as follows:

A. Termination for Convenience. Subject to the other provisions of this Contract, the ACSO or User Agency may terminate this agreement at any time with three-hundred sixty-five (365) days' notice, in accordance with the Notice provisions hereon, to the other. The year-long notice period is intended to ensure that the ACSO and User Agency have sufficient opportunity to ensure continuity of essential dispatch services to the community.

B. Termination for Cause. If, through any cause, the ACSO or User Agency shall fail to fulfill, in a timely and proper manner, its obligations under this Contact, or if the ACSO or User Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the nonbreaching party shall thereupon have the right to terminate this Contract for cause providing to the breaching party written notice of its intent to terminate and at least sixty (60) days opportunity to cure the default.

C. Termination by Mutual Agreement. The Parties may also terminate this Contract at any time by mutual, written agreement.

Notwithstanding the above, the breaching party shall not be relieved of liability, if any, to the nonbreaching party for any damages sustained by the nonbreaching party by virtue of any breach of the Contract by the breaching party.

2.3 Subject to Annual Appropriations. The obligations of the Parties contained herein are subject to annual appropriation by their governing bodies of sufficient funds to carry out their respective obligations hereunder. If a Party's governing body fails to appropriate funds for an ensuing fiscal year, this Agreement shall terminate on December 31st of the year in which the non-appropriation occurred and neither Party shall have any financial obligations beyond the financial obligations for which that Party previously appropriated funds. The Parties agree that any preliminary budget presented to their governing bodies for consideration shall include sufficient funds and appropriations to carry out the terms, duties and obligations contained herein for the subsequent fiscal year.

2.4 Distribution of Assets. ASCO shall account for all revenues and expenses associated with providing the Emergency Communications Services in a accounting fund separate from other County revenues and expenses. ASCO shall account for and keep track of all equipment purchased or acquired by ASCO and Service User for the purposes of this Agreement. All equipment purchased or acquired solely from ACSO funds not derived from Emergency Communications Services Charges (defined below) and used in common for ACSO purposes shall be retained by ACSO upon the withdrawal or termination of Service User from this Agreement. Any IGA Party Funded Equipment and equipment purchased or acquired by ASCO with contributions or Emergency Communications Services Charges made by Service User, including a Dispatch Capital Equipment (as defined below) cost component of fees charged to Service User, shall be divided in accordance with percentage contributed by each Party. If any equipment cannot be feasibly divided, or upon mutual agreement of the Parties, ACSO shall retain ownership of the equipment and shall pay Service User for the depreciated value of the proportion of its contribution to the equipment. Any equipment transferred to ACSO by the Service User shall be returned to the Service User upon request at the termination of the Agreement.

ARTICLE 3
COST DISTRIBUTION AND PAYMENTS

3.1 Payment. Service User shall pay the ACSO charges ("Emergency Communications Services Charges") for the purchased Emergency Communications Services in accordance with the terms of this Article 3. The ACSO shall invoice Service User for the Emergency Communications Services Charges and the ASCO's invoice shall bill in accordance with the cost formula set forth in Section 3.5 of this Agreement. Service User shall remit to the ACSO the undisputed amount billed no later than 45 days after receipt of each invoice.

3.2 Billing. Service User shall be billed the annual Emergency Communications Service Charges in four equal quarterly installments in advance, based on calendar year quarters with any applicable adjustments made in fourth quarter bill. Service User shall be billed by December 1st, March 1st, June 1st, and September 1st for the following quarter of the calendar year; provided, however, that ACSO may elect to adjust the billing cycle for all Service Users to be on a monthly basis. All payments shall be due on the first day of the quarter (or month) for which Emergency Communications Services have been billed. If Emergency Communications Services are provided under this Agreement for less than one full calendar year quarter, Service User shall be billed on a prorated basis.

3.3 Dispute and Non-payment.

(i) If Service User disputes any Emergency Communications Service Charges, Service User shall notify ACSO in writing within ten (10) days of receipt of the disputed invoice. The Parties shall work in good faith to resolve the dispute within sixty (60) days of the date of receipt of the invoice. If the Parties agree to an adjusted amount owed, ASCO shall issue a corrected invoice to Service User.

(ii) Notwithstanding Section 7.3, in the event payment has not been made within forty-five (45) calendar days from the date of receipt of the invoice, ACSO and/or Service User may pursue remedies as outlined in Section 7.3. In the event no agreement can be reached through that process within thirty (30) additional days, ACSO reserves the right to suspend all or part of the Emergency Communications Services provided hereunder. Any payment required under this Agreement that is not paid when due shall accrue interest in the amount of eight percent (8%) per annum until paid. This Section 3.3 does not apply where the non-payment is the result of non-appropriation pursuant to Section 2.3 above or any amounts in dispute.

3.4 <u>Budget Preparation.</u> Each year, the ACSO shall prepare a proposed budget for Emergency Communications Services for the upcoming fiscal year which budget shall include operating income and costs and Dispatch Capital Equipment revenue, if any, and costs. Said budget shall include:

(i) The annual revenues (from the User Agencies, taxes, grants, or otherwise);

(ii) The annual expenses for providing the Emergency Communications Services including increased costs, if any, for personnel, supplies, equipment and facilities;

(iii) A Service User's percentage share of the ACSO's annual depreciation expense for 911 Dispatch Capital, but excluding any depreciation for the IGA Party Funded Equipment (defined below).

On or before September 1 each year, the ACSO shall provide its proposed budget together with the supporting data described in Section 3.5 to Service User for review and comment. Time is of the essence as Service User must prepare and present its budget, including sums payable for Emergency Communications Services, to its governing body no later than October 15th. The ACSO will consider input from Service User prior to finalizing its budget. The adopted budget shall be provided to Service User before December 31 each year.

3.5 <u>Operating Costs – Allocation Formula.</u> The ASCO's annual operating budget for Emergency Communications Services shall be allocated among all users of Emergency Communications Services (hereinafter the ACSO, Service User and all other User Agencies of Emergency Communications Services are collectively "Users" or individually a "User") based upon the following allocation formula:

(i) Reductions. The ACSO's annual operating budget for Emergency Communications Services shall be reduced by any available sources of revenue for such services including, but not limited to, the following:

(1) The County 911 surcharge revenues set forth in the approved annual budget;

(2) The State 911 surcharge revenues (should there ever be any); and

(3) Mill levy, property tax, sales tax or lodger's tax designated by voters or by the Board of County Commissioners for Emergency Communications Services (should there ever be any).

(ii) User Allocation. After reduction of the operating budget needs per Section 3.5(i), the balance of revenues needed to meet the operating budget shall be allocated and paid by all Users in proportion to the Calls for Service as follows:

$$\frac{\text{Numerator: The total Service User's Calls for Service}}{\text{Denominator: The total of all Users' Calls for Service}} = \text{Service User's \% Allocation}$$

(iii) The total Calls for Service will be determined based upon the most recent prior year in which data is available at the time budgets are prepared in the fall. For example, the budget for 2026 is prepared in the fall of 2025 using the full year of Calls for Service data for 2024. For preparation of the 2027 budget and thereafter, the budget and cost allocations presented in September will be based on the prior twelve months, i.e., September 1 through the following August 31.

(iv) For the purpose of determining charges, a "Call for Service" (CFS) shall be defined as any incident, request for assistance, or user-initiated activity recorded in a Computer-Aided Dispatch (CAD) system. In cases where multiple agencies are dispatched, the Call for Service shall be attributed to only the primary responding agency, and in no case will more than one agency be attributed with a Call for Service for a single incident. The parties agree that they will review and analyze this data at regular intervals to ensure that the charges for calls are fair and accurate and properly reflect actual responses and service.

3.6 Dispatch Capital Equipment and Depreciation.

(i) Ownership and Purchase of Dispatch Capital Equipment. With the exception of equipment being purchased in 2025 and 2026 with approximately $460,000 of IGA fund balance contributed proportionately by the IGA Parties ("IGA Party Funded Equipment"), the ACSO shall be the sole purchaser of capital equipment necessary to provide Emergency Communications Services ("Dispatch Capital

Equipment"); accordingly, the ACSO shall be responsible for acquiring, financing, insuring and maintaining such Dispatch Capital Equipment The ACSO shall be the owner of all Dispatch Capital Equipment. Upon termination of the Agreement, the IGA Party Funded Equipment and Dispatch Capital Equipment or the depreciated value of the IGA Party Funded Equipment and Dispatch Capital Equipment shall be proportionately allocated back to the IGA Parties based upon their contributions to the IGA Party Funded Equipment and Dispatch Capital Equipment in the manner set forth in Section 2.4.

(ii) Budgeting for *New* Capital Equipment. All proposed Dispatch Capital Equipment purchases shall be identified in the annual or amended adopted ACSO budget for Emergency Communications Services that is provided to the Parties per Section 3.5. Except for urgent/emergent need to replace Capital Equipment (as defined as necessary for emergency dispatch services, to include radio, telecommunication, RMS software and hardware) for continuity of 911 Dispatch Services, Service User shall not be responsible for the costs of Capital Equipment that is not included in the annual or amended adopted budget. The parties will follow the procedures set forth in Section 7.3, if agreement on these issues cannot be reached.

(iii) ACSO Responsible to Account for All Equipment. The ACSO shall account for all Dispatch Capital Equipment, including depreciation, in accordance with generally accepted accounting principles (GAAP) or applicable governmental accounting standards.

(iv) Cost Allocation of Depreciation Expense. As part of the Emergency Communications Service Charges, the ACSO shall charge Service User a sum equal to Service User's percentage share of the ACSO's annual depreciation expense for Dispatch Capital Equipment but specifically excluding all IGA Party Funded Equipment. Such annual depreciation expense shall use the Archuleta County's depreciation schedule and the fixed asset module, as allocated to Service User in the same formula set forth in Section 3.5. Unless the Parties otherwise agree in a signed writing, if a Service User/User withdraws from this Agreement, said entity shall remain responsible for its allocated share of any outstanding depreciation expense for Dispatch Capital Equipment or financed prior to the Service User's noticed date of withdrawal, subject to Section 2.3 of the Agreement.

(v) Reporting. The ACSO shall provide reports, not less than annually and as part of the supporting documentation to the proposed budget as described in Section 3.5, to Service User regarding assets, depreciation expense, fund balances, and all other budgeted accounts and matters.

ARTICLE 4
CUSTOMER COMMUNICATIONS EQUIPMENT; RADIO FREQUENCY LICENSES

4.1 Customer Communications Equipment. Service User agrees to provide and maintain all communications equipment necessary to receive radio communications from ACSO, and to communicate with ACSO and among Service User's personnel. Service User shall purchase, maintain, and repair Service User's base, mobile, and portable communications equipment, including pagers and computers. Service User shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to ACSO's operations. Service User will be responsible for all equipment and connectivity up to and including the Radio Control Card. All connections and equipment from the Radio Control Card to ACSO will be the responsibility of ACSO.

4.2 Radio Frequency Licenses. Service User shall be responsible for holding, maintaining and renewing all Federal Communications Commission radio frequency licenses necessary for operations on ACSO's primary dispatch channels ("Radio Frequency Licenses"). Service User shall authorize ACSO to use its Radio Frequency Licenses to enable communication between ACSO and Service User's personnel. Radio Frequency Licenses shall remain the property of Service User.

4.3 Operational Procedures. Service User agrees to provide ACSO with operational procedures necessary to assure effective Emergency Communications Services.

4.4 Service User Assets. Unless expressly transferred to ACSO, Service User shall retain all emergency telecommunications equipment, networks, databases, and other equipment owned by Service User upon the effective date of this Agreement. Assets retained by Service User include Service User's interest in assets jointly purchased by Service User, ASCO and other Users prior to the effective date of this Agreement, including the software system to run the computer aided dispatch ("CAD"), records management software, and the mobile unit software (collectively, the "Oracle Software System"). Service User grants ACSO the right to operate and maintain Service User's interest in the Oracle Software System to provide Emergency Communications Services. ASCO shall not charge additional costs related to the Oracle Software System except for those specifically required to operate and maintain the Oracle Software System

ARTICLE 5
EQUIPMENT

5.1 Enhanced 911 Telecommunications Equipment. Except as provided in Article 4 of this Agreement, ACSO shall own, operate and fund all emergency telecommunications equipment, networks and databases necessary to provide enhanced

9-1-1 service and for purposes of establishing and maintaining operations, including without limitation all office furniture and radio, data, and telephone equipment.

ARTICLE 6
RECORDS

6.1 Ownership of Records and Data and Record-Keeping. All records of ACSO related to Service User, including electronically stored data, geographic information system ("GIS") and CAD data, and audio tapes shall be the property of ACSO, but available to Service User. ACSO shall make copies of such records only at the request of the Service User, subject to the terms of the Service Level Agreement, and provide such records only to the Service User. ACSO will retain and distribute these records in accordance with the requirements of the Colorado Open Records Act and the Colorado Criminal Justice Records Act. ACSO shall be the custodian of all records related to dispatch operations and the Service User shall be the custodian of all other records related to its operations and generated by that agency. ACSO shall provide notice to Service User prior to the disclosure of records for any request for records involving dispatch with Service User personnel. All records related to case reports, including officer-generated photographs, audio and video files from body cameras shall be property of the Service User. The ACSO shall maintain a complete file of all records, documentation, communications, and other written materials, which pertain to the costs incurred under this agreement, according to the Colorado State Archive Record Retention Schedule. The ACSO shall permit duly authorized agents and employees of User Agency to inspect, review, and audit the service records during administrative business hours.

6.2 Maintenance and Audit of Records. ACSO and Service User shall maintain books, records, documents and other materials relevant to performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee. These records shall be kept by ACSO in keeping with its obligations under the Colorado State Archive Record Retention Schedule.

6.3 Agency User Agreement. ACSO will maintain an Agency User Agreement ("Agency User Agreement") with the Colorado Bureau of Investigation ("CBI") for use of the CBI-Criminal Justice Information Systems ("CJIS") Systems which contemplates and allows access of information in the CBI-CJIS Systems by the Service User as a guard agency for Police Department and Municipal Court personnel. The Service User will access CBI-CJIS Systems information only for authorized criminal justice purposes and will comply with all guard agency responsibilities set forth in the Agency User Agreement, including security responsibilities and compliance with the Criminal Justice Information standards incorporated into the Agency User Agreement.

ARTICLE 7
DISPUTES

7.1 Time. All times stated in this Agreement are of the essence.

7.2 Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

7.3 Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event of a default or any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the appropriate court. Each party shall be responsible for its own expenses and the cost of an arbiter shall be shared equally.

7.4 Special Damages. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

7.5 Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

7.6 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Colorado.

7.7 Venue. Venue for any civil action between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Archuleta County, Colorado.

7.8 Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S.

ARTICLE 8
GENERAL PROVISIONS

8.1 Amendments. This Agreement may be amended at any time by written agreement of the Parties.

8.2 Compliance with All Laws. ACSO and Service User shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

8.3 Notices. All notices which are required or which may be given under this Agreement shall be effective when delivered in person or received via registered or certified mail, postage prepaid and sent to the address set forth on each signature page attached hereto, unless another address is certified to the other Party.

8.4 Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

8.6 Severability. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement and shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.7 Counterparts; Electronic Signatures. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.,* C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

8.8 No Joint Venture or Partnership. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

8.9 No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

8.10 Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce and shall have no bearing on the construction of the Sections they introduce.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates noted below.

THE COUNTY OF ARCHULETA ACTING THROUGH THE ARCHULETA COUNTY SHERIFF'S OFFICE

By: ______________________________

Date: ______________________________

Address: ______________________________
____
____

TOWN OF PAGOSA SPRINGS

By: ______________________________
Shari Pierce, Mayor

Date: ______________________________

Address: ______________________________
____
____

Exhibit A

SERVICE LEVEL AGREEMENT

1. Definitions

ACSO will monitor and report the following key statistics related to answering emergency and non-emergency calls:

- Speed of Answer – The time that a caller has to wait to speak with a call taker.
- Initial Hold Time –Speed of Answer for calls not answered within 10 seconds.
- Abandoned Rate – The number of callers that hang up before reaching a call taker as a percentage of all calls.
- Quality Assurance Scores – Scores on Quality Assurance ("QA") audits conducted by ACSO staff.
- Percentage of Resolution on First Contact – Number of non-emergency calls that do not require a callback to resolve.
- Mobile Computer Aided Dispatching ("CAD") Issue Acknowledgement: Acknowledgement by ACSO staff that an issue with Mobile CAD connectivity has been received and assigned to ACSO staff for resolution.
- Mobile CAD Issue Resolution: EITHER Mobile CAD connectivity has been restored if the issue resides within the ACSO-owned and controlled infrastructure, or diagnosis that the issue is outside of the ACSO infrastructure.

2. Scope of Services

2.1. Standard Services. An overview of the Dispatch Center services provided are as follows:

- ACSO will provide 911 answering and dispatch services 24 hours per day, 7 days per week, 365 days per year within the ACSO Service Area.
- ACSO will employ qualified, sufficient staff to maintain the required services, and will create and follow standard operating procedures for dispatching sufficient to meet ACSO's obligations under this Agreement.
- ACSO will answer 911 calls that are routed into the center, dispatch appropriate resources, and log all calls. Dispatching service shall include requesting mutual aid and other resources, monitoring radio communications; initiating emergency procedures during incidents; sending text messages via

approved service to responders; tracking resources during incidents; and providing access to CAD to the Service User, including transmission of CAD data to the Service User's records management system.

- ACSO agrees to provide dispatching that meets the minimum requirements of the most current edition of National Fire Protection Association ("NFPA") 1221 Standard for the Installation Maintenance and Use of Emergency Communications Systems. ACSO agrees to meet the National Highway Safety Transportation Administration ("NHSTA") Standard Practice for Emergency Medical Dispatching, as well as the standards set forth by the National Emergency Number Association ("NENA").

- ACSO will answer non-emergency calls that are routed into the center and either address the non-emergency request or route it to the appropriate entity for service.

- ACSO will conduct Citizen Emergency Notifications as required.

- ACSO will initiate Callout Notifications including specialty units such as SWAT, Investigators, etc.

- Upon request, ACSO will provide individual agency-specific standardized reporting to Service Users that describes performance against the established service levels, as well as analysis of any significant variances in service level performance.

- Development and maintenance of Training and Quality Assurance programs that ensures appropriate delivery of service levels.

- Providing standard configuration files and support and resolution for issues related to Mobile CAD availability when those issues are related to ACSO infrastructure (i.e. servers and connectivity within the Dispatch Center).

- Provide Continuity of Operations services related to ACSO's specified scope of services in the event of a disruption of services.

- The Service User will make reasonable efforts to alert ACSO in a timely manner to any circumstance or event that may generate excess calls to the Dispatch Center and may result in degradation in performance measures as stipulated in this agreement. These alerts will allow ACSO to potentially address projected volume increases.

- ACSO shall coordinate technology, mobile, and radio upgrades that could impact Service User operations. And, notify Service User in advance of these changes. Software changes or updates may require more notice due to vendor limitations.

3. Performance, Tracking and Reporting

3.1. Service Level Standards

The following chart defines the Service Levels that ACSO will deliver on an ongoing basis to all Service Users.

Operational Service Level Standards

Service	Target Service Levels
9-1-1 Call answering:	• 90% answered within 15 seconds • 95% answered within 20 seconds • 90% on hold no longer than 30 seconds • 95% on hold for no longer than 45 seconds
Quality Assurance scores	• Dispatcher is expected to achieve an average of 80% on tag review of 5 tags each month
Average admin line call answer and hold time	• 90% answered within 20 seconds • 95% answered within 25 seconds • 90% on hold no longer than 60 seconds • 95% on hold no longer than 90 seconds
CAD Call Priority and processing time	• P1: Processed within 60 seconds • P2: Processed within 90 seconds • P3: Processed within 120 seconds • P4: Processed within 180 seconds

	• P5: Processed within 240 seconds
Non-Dispatched Calls for Service handling	• Dispatcher will create a tag for documentation purposes where there is a call that does not require dispatch of a unit • Dispatcher will create a tag for 911 Hangup calls that are found to be accidental for documentation purposes

3.2. Service User-Specific Service Levels

On an annual basis, Service Users may request additional services and associated service levels from ACSO. Such services and service levels will be mutually agreed upon by ACSO and the Service User. These additional services may or may not incur additional charges to the Service User, and this will also be mutually agreed upon. Once an additional service and service level has been agreed upon, reporting on performance against that service level will become part of the monthly reporting packet for that Service User.

3.3. Service Level Exceptions

ACSO will not be responsible for performance against the Service Levels described above in the event of the following:

- Force Majeure event, catastrophic event, or other disaster that requires that ACSO evacuate the primary 911 Center and move operations to the Backup Center; in the event of such an event, ACSO will make best efforts to maintain Operational Service Level Standards and will communicate regularly with Service Users its ability to meet these levels.
- Service level degradation caused by the acts or omissions of the Service User, its employees, contractors or agents.
- The failure or malfunction of equipment, applications, connectivity, or systems not managed by ACSO.
- The unavailability of required Service User personnel, including as a result of failure to provide ACSO with accurate, current contact information, or access to Service User data, systems, or radio frequencies.

4. **Service Delivery Issues and Dispute Resolution**
ACSO will identify in quarterly reporting when Service Level Standards are not met. In addition to documentation of achieved performance levels, ACSO will provide root cause analysis of issues with service level achievement and document remediation / improvement plans. All dispute resolution procedures and remedies for service delivery issues are outlined in Article 7 of the Service User Agreement between ACSO and the Service User. Should the Service User identify an issue with service delivery that is not reflected in the Service Level reporting, the process for addressing the issue will be:

4.1. Service User will notify the appropriate ACSO Emergency Communications Commander via phone or via e-mail detailing the nature of the issue.

4.2. ACSO will make every effort to process the notification, investigate, and provide a preliminary assessment to the Service User within 5 business days.

4.3. ACSO's Emergency Communications Commander will be responsible for addressing all escalated issues; the Communications Commander will coordinate with the designated Service User representative as needed.

4.4. ACSO will make every effort to research and resolve the service delivery issue within their operations. If the problem relates to circumstances outside of ACSO, the Service User will be notified accordingly, and ACSO will work with the Service User to define a mitigation strategy as appropriate.

5. Service User Responsibilities

Relative to ACSO's provision of Emergency Communications Services to Service User, Service User shall be responsible for meeting the responsibilities of a Service User set forth in Article 4 of the Service User Agreement. These responsibilities are further defined below. In the event of a conflict between this Service Level Agreement and the Service User Agreement, the terms of the Service User Agreement shall prevail. Responsibilities of the Service User will include:

5.1 The Service User shall provide such data and information as is reasonably necessary for ACSO to perform the Services and accomplish the purposes of this Agreement. In advance of a new requirement associated with the performance of 911 services that ACSO is required to implement, the Service User will provide at least one month's notice to ACSO to allow sufficient time to establish training, knowledge base and technology requirements for the required service. This shall include:

- Jurisdiction-specific updates to boundaries, subdivisions, GIS layers and other specific information required to provide dispatch and call-taking services for the jurisdiction.

- Emergency Contact / Business Contact updates (collectively known as “Keyholder” data).
- Relevant Operational Changes such as changes to Response Plans.
- Updates to Administrative and Operational Contacts.
- Updates to Caution Notes.

5.2 The Service User shall be responsible for maintaining connectivity to the ACSO Mobile CAD instance and for “last mile” connectivity to the ACSO Wide Area Network (“WAN”) if the Service User uses Mobile CAD.

5.3 The Service User shall be responsible for any agency-specific configurations of Mobile CAD instances required to meet specific Service User needs if the Service User uses Mobile CAD.

5.4 The Service User shall be responsible for maintaining radio connectivity and associated infrastructure to maintain connection with ACSO.

5.5 The Service User shall be responsible for maintenance of all end-user technology and integration of any connectivity required to new technology implemented by the Service User.

5.6 The Service User shall coordinate technology, mobile, and radio upgrades that could impact ACSO operations. And, notify ACSO in advance of these changes. Software changes or updates may require more notice due to vendor limitations.

Any responsibilities not explicitly designated in either this Service Level Agreement or the Service User Agreement between the Parties shall not be assumed to be the responsibility of either Party. Any additional responsibilities shall be mutually agreed upon by both Parties.

[END OF SERVICE LEVEL AGREEMENT]

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: David Harris

PROJECT:	Consider Allocating $50,000 from the Workforce Housing Account to support water and sewer tap fees for the five homes presently under construction by the Pagosa Springs Community Development Corporation
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
The Pagosa Springs Community Development Corporation Executive Director has identified a need for $150,000 to pay for PAWSD tap fees for five houses in the Trails Subdivision following the PAWSD Board decision to not waive the fees. The County is considering dedicating some funds to this effort and the Town has the opportunity to assist. Staff is recommending $50,000 be allocated from the Town's Workforce Housing Account which is an appropriate use of these funds. The account presently has approximately $200,000.

RECOMMENDATION:

1. Move approval to allocate $50,000 from the Workforce Housing Account to support water and sewer tap fees for the five homes presently under construction by the Pagosa Springs Community Development Corporation.
2. Move approval to allocate $50,000 from the Workforce Housing Account to support water and sewer tap fees for the five homes presently under construction by the Pagosa Springs Community Development Corporation with the following stipulations....
3. Provide direction to staff.

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Karl Johnson

PROJECT:	Upgrades to the Sewer System Conveyance System, including Pumps and Electrical System Upgrades
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
PS1 and PS 2 continue to experience pump and electrical issues caused by multiple factors that have historically plagued the conveyance system. The current status of both stations is stable, but repairs and replacements are needed to get the system operating not in a bypass situation. Staff has been working diligently to assess, request and review manufacturer proposals for replacement components.

The current needs for PS1 and PS2:
Bypass, 6 pumps per month, is $58,000 with an expected 8-month window for replacement pumps and repairs to be completed at $464,000 of bypass costs.
The purchase of 8 Flygt pumps is $1,508,000.
Electrical work needed is $200,000.
Contractor installation is $400,000.
A 15% contingency is $385,800.
The total budgeted project cost is $$2,957,800 to get PS 1 and PS 2 functioning again.

The Flygt pumps have a combined 22 to 30 weeks for submittal approval and delivery of the pumps. The purchase will not need a down payment, and can be initiated with a purchase order. With no money down, the Town will be able to collect additional installments of the 1% sales tax over the next 8 months to offset some of the requested $2,957,800 general fund transfer. During the 8-month lead time for the pumps, the plan is to have the majority of the electrical upgrades completed before the pump installation.

ATTACHMENTS:
1. OP-529778 Budget Proposal - R1

FISCAL IMPACT: $2,957,800.00

GOALS & OBJECTIVES:
2026 Goal: Develop a long-term strategy to provide essential sanitation collection and treatment services that are financially viable, future orientated, and maximize the existing assets and

partnerships in a community of our size with limited resources.

RECOMMENDATIONS:
1. Allow for a General Fund transfer of up to $2,957,800 to the SIFF (Sewer Infrastructure & Facilities Fund) account for the purchase of new pumps, electrical work and contractor installation.
2. Advise staff.

February 27, 2026

ATTN: **Pagosa Springs CO**

Quote: **OP-529778**
Project: Pagosa Pumps Project
Subject: Budget Proposal
Bid Due:

Cogent is pleased to present the following Scope of Supply:

Item	Description	Qty	Extended Price
A)	Flygt NP 3315 HT Submersible Pump - Non-Clog Hard-Iron Impeller, 458 Impeller Code - 3~/460V/60Hz 130HP Motor - 65’ Submersible Cable - MAS801 Pump Monitoring System	4	Included Below
B)	Installation Appurtenances - (4) Discharge Elbow - (4) Upper Guide Bar Bracket - (4) Intermediate Guide Bar Bracket - (16) 20’ Section of Guide Rail - (4) 50’ Lifting Chain with Shackle Kit - MAS801 Control Components	Misc.	Included Below
C)	Flygt NT 3315 HT Dry-Pit Pump - Non-Clog Hard-Iron Impeller, 458 Impeller Code - 3~/460V/60Hz 130HP Motor - 65’ Submersible Cable - MAS801 Pump Monitoring System	4	Included Below
D)	Installation Appurtenances - (4) Fabricated Dry-Pit Stand with Inlet Elbow - MAS801 Control Components	Misc.	Included Below
E)	Freight and Startup	Misc.	Included Below
		Total:	**$1,507,786.00**

Subject to Cogent, Inc. Standard Terms & Conditions of Sale. Quote valid for 30 days.

Submittals: 6-8 weeks after PO approval
Delivery: 16-22 weeks after submittal approval

NOTES: Selections based on information provided; anything not listed above is not included in price. Changes to design point and/or equipment specifications are subject to re-quote. Taxes not included.

Items not included in the above package: Installation labor, anchor bolts, gauges, control panels, seal or packing flush hardware, video equipment/taping, lubricants, special paint or paint preparation, local taxes, noise or vibration testing, wiring, conduits, field startup, hatch, ladder, lifting chain, shackles, floats, additional factory testing or items not listed in the above proposal.

Startup and commissioning service, in addition to any quoted above, is subject to re-quote.

Material and equipment costs are fluctuating, with price increases that can be sudden and unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges are announced after the date of the proposal, the seller may adjust pricing accordingly.

Regards,

Jordan Barnett
Engineered Sales
PH: 303-718-6846
jbarnett@cogentcompanies.com

Bret Bernarding
Inside Engineered Sales
PH: 303-524-6930
bbernarding@cogentcompanies.com

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS. “Company” means Cogent, Inc., including any of Company’s applicable trade names associated with the specific Proposal or specific Agreement. “Customer” means Company’s customer for the specific Proposal or Agreement. “Proposal” means Company’s proposal, estimate, quotation or sales form, including any terms expressly incorporated by reference, and these Terms and Conditions. “Agreement” means the terms of the final agreement entered into by and between Company and Customer relating to the purchase or rental of specific goods, equipment or services, and these Terms and Conditions.

2. CONFLICT OF TERMS AND INTEGRATION: Company’s Proposal is expressly conditioned upon Customer’s acceptance of these Terms and Conditions. Any additional or different terms and conditions included in Customer’s purchase order, or other documents or communications, shall have no application or effect on the Agreement, unless specifically agreed to by Company in writing. Company’s commencement of performance or delivery of goods and/or equipment shall not be deemed or construed as an acceptance of Customer’s additional or different terms and conditions. The terms set forth in the Agreement supersede all prior negotiations, representations or agreements, either written or oral between the parties, and can only be modified or amended with the express written consent of Company.

3. PROPOSAL, WITHDRAWAL AND EXPIRATION. If the price is included in a Proposal, the price is firm for receipt of an order within 15 days of the date shown on the Proposal. Company reserves the right to cancel a Proposal at any time prior to receiving the acceptance in writing of the Proposal by Customer.

4. PRICING. The final price in the Agreement must be accepted by Company in writing. Unless expressly agreed to by Company in writing, the price does not include: (i) any freight charges; (ii) any applicable duties, tariffs or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to the goods, equipment, services and/or project, up to the final shipment date to Customer; and (iii) manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

5. PAYMENT TERMS. Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances, starting on the sixteenth (16) day after the invoice date. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company in writing at the time of the Agreement, and shall in no case exceed a period of 120 days. Payment of “commercial transaction” invoices by credit card will be charged a fee based upon Company’s average discount rate for credit card transactions. Company reserves the right to require Customer make payment in advance, or C.O.D., or otherwise modify Company’s credit terms if Customer’s credit standing or scores are found to be not acceptable to Company. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

6. FINANCIAL INSECURITY ISSUES. If at any time prior to receipt of payment in full by Company of the Agreement, Company receives information on Customer’s financial responsibility or condition that causes Company to become insecure of Customer’s ability to perform under the terms of the Agreement, including but not limited to Customer’s failure to fulfill any other contractual obligations to Company, Company may take the following actions: (a) request further financial assurances, or collateral, from Customer; (b) suspend Company’s performance under the Agreement; (c) defer or decline to deliver any goods or equipment, or services, under the Agreement; (d) stop delivery of goods or equipment in transit, and/or stop rendering services under the Agreement; and/or (e) terminate the Agreement as allowed under the Terms and Conditions. If Customer provides satisfactory financial assurances to Company as requested, including but not limited to payments in advance or other security acceptable to Company, then Company shall continue with its performance under the Agreement. Customer grants to Company a continuing security interest in and a lien upon the goods and/or equipment supplied by or through Company under the Agreement and the proceeds thereof (including insurance proceeds), as security for the payment in full and the performance by Customer of all of its obligations to Company under the Agreement, as well as any other Agreement between the parties. Customer shall execute a financing statement and any other documents needed by Company to enforce this security interest and lien, upon request by Company. For goods and/or equipment purchased by Customer for Customer’s own use, Customer shall have no right to sell, encumber or otherwise dispose of those goods and/or equipment until Company has received payment in full of all amounts owed by Customer under the express terms of the Agreement.

7. TITLE, DELIVERY AND RISK OF LOSS. Unless other terms are expressly agreed to in writing by Company, for goods and/or equipment that are shipped from a Company facility or warehouse, those shipments are FOB Company’s shipping point, at which point title transfers to Customer. For goods and/or equipment that are shipped from a manufacturer or distributor, those shipments are FOB manufacturer’s or distributor’s warehouse or factory shipping point as applicable, at which point title transfers to Customer. Delivery dates are estimates, and time is not of the essence.

8. EXPORT OF GOODS AND/OR EQUIPMENT. Goods and/or equipment sold by Company to Customer may be subject to applicable export laws and regulations, including the United States Export Administration Regulations. If any goods and/or equipment acquired by Customer is or are exported, Customer agrees to comply with all such applicable laws and regulations. In particular, Customer shall not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods and/or equipment to any country or jurisdiction to which, or to any party to whom, the export or release of any goods and/or equipment is prohibited by applicable law, regulation or rule. As between Company and Customer, Customer shall be responsible for any breach of any export law, regulation or rule. For export shipments from the United States, delivery to Customer of the goods and/or equipment will pass from Company to Customer, as well as title to the goods and/or equipment, absolutely no later than when the goods and/or equipment are delivered to the shipping port, so that Customer shall be the exporter of the goods and/or equipment.

9. CUSTOMER DELAY OF DELIVERY. If Customer requests Company to delay delivery of any goods and/or equipment included in the Agreement, the requested delay, if agreed to by Company in writing, shall solely effect the delivery date of the goods and/or equipment. Company reserves the right to issue an invoice for the goods and/or equipment as of the originally scheduled, or the first available, delivery date. If Company is required to store or warehouse any goods and/or equipment on behalf of Customer due to the delayed delivery date, any storage and/or warehouse costs and fees will be charged to Customer and payable by Customer to Company upon receipt of an invoice, as well as the costs of any required maintenance of the goods and equipment throughout the period of delay.

10. CUSTOMER CANCELLATION. Customer possesses no right to cancel special or made-to-order goods and/or equipment, unless first requested by Customer in writing to Company, and accepted by Company in a written response to Customer. If any request to cancel is made by Customer, and accepted by Company, Company may issue an invoice to Customer which will include all costs and expenses incurred by Company prior to accepting the cancellation request, including any labor costs and overhead incurred or expended by Company. Goods and/or equipment from a cancelled Agreement, returned to a manufacturer or other source of the goods and/or equipment, shall be returned at Customer's costs, including any delivery and/or restocking charges.

11. INSPECTION OBLIGATIONS. Customer shall inspect the goods and/or equipment upon receipt. When delivery of the goods and/or equipment are to a project site, Customer will notify Company in writing within three (3) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or noncomformity of the goods and/or equipment. For all other deliveries of goods and/or equipment, Customer shall notify Company in writing within ten (10) days of delivery of the goods and/or equipment, of any apparent shipment shortages, or damages or noncomformity of the goods and/or equipment. Failure of Customer to timely deliver the written notice to Company shall constitute a waiver by Customer to claim any shortages in the goods and/or equipment delivered, and to claim any damages to, or noncomformity of the goods and/or equipment delivered to Customer. Customer shall make any claim for loss of or damage to goods and/or equipment while in transit, to the carrier, unless different terms are expressly set forth in the Agreement of the parties.

12. NEW GOODS WARRANTY. For all new goods and/or equipment, Company will pass through to Customer any warranty provided by the manufacturer of any goods and/or equipment supplied by Company. None of the warranties received by Customer shall become effective until such time that Customer has paid Company in full for the goods and/or equipment.

THE MANUFACTURER'S WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED CUSTOMER. COMPANY PROVIDES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY.

13. USED GOODS AND EQUIPMENT. Used goods or equipment sold by Company are sold in an as-is and where is condition. Unless stated in the Agreement by Company, Company makes no representations or warranties of any kind, express or implied, as to the nature, quality or condition of the used goods or equipment, or its suitability for any use, including without limitation any warranty of merchantability or fitness for a particular purpose, unless expressly agreed to in writing between Company and Customer. Company shall have no liability to Customer in connection with the sale of the used goods and equipment, including without limitation, for loss of profit, loss of income, loss of production, loss of opportunity, or indirect, consequential, incidental, punitive or exemplary damages arising out of or related to Company's sale of used goods or equipment to Customer.

14. INSTALLATION AND STARTUP. Unless otherwise agreed to in writing by Company, installation of the purchased goods and/or equipment shall be the responsibility of Customer. If the manufacturer of any goods or equipment supplied by Company to Customer requires that a representative of the manufacturer be present for the start up of the goods and/or equipment, and Company is designated as the authorized representative for the manufacturer for the start up of the goods and/or equipment, Customer shall provide a minimum of fourteen (14) calendar days notice to Company of the scheduled start up. If, under the stated circumstances, the start up of the goods and/or equipment occurs without Company or some other manufacturer's representative being present, the manufacturer's warranty might be voided, or its coverage limited by that action. For goods or equipment repaired by Company for Customer, if Company requires a Company representative to be present for the start up of the repaired goods and/or equipment, the same fourteen (14) calendar days notice to Company is required. If the goods and/or equipment are started without a Company representative being present, the same limitation or voiding of any applicable warranties can occur.

15. BANKRUPTCY, RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, DEFAULT. If voluntary or involuntary Bankruptcy proceedings are commenced against Customer, or similar proceedings such as a receivership or any other insolvency proceedings, or if Customer makes an assignment for the benefit of its creditors, Company may provide written notice to Customer of Company's immediate termination and cancellation of the Agreement. If Customer is in material default of the Agreement, including but not limited to Customer's failure to make any payment when due to Company, then Company can deliver a written notice to Customer of such default and provide notice of a five (5) day right to cure the default. If Customer fails to cure the default within the five (5) day period, or begin commencement of the cure and continue to work diligently on the cure within the five (5) day period, Company has the right to terminate any further performance of its obligations under the Agreement, without prejudice to any other rights and remedies the Company might have under the Agreement and applicable law. If the Agreement is terminated, the rights, obligations and liabilities of the parties that accrued prior to the termination of the Agreement shall survive the termination.

16. LIMITATION OF LIABILITIES. Except as otherwise provided by applicable law, in no event will Company's liability exceed the amount paid by Customer to Company under the Agreement. In no event shall Company's obligations and liabilities under this Agreement include any indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill. Nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

17. INDEMNIFICATION. Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the goods and/or equipment purchased or rented from Company. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the goods and/or equipment, to the fullest extent allowable by law.

18. COMPANY DRAWINGS. Any drawings that Company prepares and delivers to Customer shall remain Company's property. If Company provides drawings related to the installation of the goods and/or equipment in Company's Proposal, those drawings depict the general type, arrangement and approximate dimensions of the goods and/or equipment to be furnished by Company, are for Customer's information only, and Company makes no representation or warranty regarding the drawings' accuracy. Unless expressly stated to the contrary in the Proposal, all drawings, illustrations or diagrams form no part of the Agreement.

19. CONFIDENTIAL INFORMATION. Company may provide designs, illustrations, processing equipment, repair specifications, manufacturing information, intellectual property and other non-public information ("Confidential Information") to Customer in either the Proposal, or the Agreement, or in the performance of the Agreement. Other than for the performance of the Agreement, Customer agrees to not disclose, use or reproduce any Confidential Information without Company's prior written consent. Customer's agreement to not disclose, use or reproduce Confidential Information shall survive completion of Company's obligations under the Agreement, or termination of the Agreement.

20. CUSTOMER WARRANTY. Customer warrants the accuracy of any and all information provided to Company, relating to the details of the relevant operating conditions, including but not limited to influent data, temperatures, pressures and where applicable, the nature of all hazardous materials. Company may justifiably rely upon the accuracy of Customer's information in preparing both the Proposal and the Agreement. If Customer's information is later found to be not accurate, Company shall have no liability to Customer, and/or Customer's customer if any, for any losses, liabilities, damages and expenses of any kind, that arise out of, or relate in any respect, to the inaccurate information provided by Customer to Company, and shall defend and indemnify Company for any claims made against Company based upon such inaccurate information.

21. FORCE MAJEURE. Company may cancel, terminate or suspend its Proposal or the Agreement, and Company shall have no liability to Customer for Company's failure to deliver any goods and/or equipment, or to provide any services to Customer, due to force majeure. Force majeure means any event or circumstances beyond Company's reasonable control, including but not limited to natural disasters, wars, strikes, riots, epidemics, criminal actions, changes in applicable laws and failures of suppliers or transportation. In these situations, Company's time for performance shall be extended in an amount equal to the period of time for Company to recover from the causal event, and shall notify Customer within a reasonable period of time of the expected delay. If the force majeure event impacts the pricing specified in the Proposal or the Agreement, Company shall notify Customer of the revised pricing. If Customer rejects the revised pricing in the Agreement, the parties will resolve the cancellation pursuant to the Customer Cancellation clause.

22. LAW AND VENUE. This agreement shall be governed by the laws of the state where the Company's branch office is located from which the goods and/or equipment is rented or purchased, or services were ordered from Company (without reference to principles of conflicts of laws). Customer further agrees that venue and jurisdiction shall be appropriate in the federal court located in Kansas City, Missouri. This paragraph shall survive any termination, cancellation or expiration of the Agreement. If any dispute between Company and Customer ends up in litigation or arbitration, the prevailing party is entitled to an award of reasonable attorney's fees and costs.

23. DISASSEMBLY, CLEANING, INSPECTION AND ESTIMATE CHARGE.
The disassembly, cleaning, inspection and estimate charge ("DCI Charge") is the amount that is due from Customer if Customer decides to not repair the unit(s). An invoice for this amount shall automatically be generated for the DCI Charge within ninety (90) days of the date of the Service Estimate if Customer has not authorized the repairs, or at the date that Customer rejects the estimate for the repairs. All units left at Cogent's facility, not repaired, for more than six (6) months, will be scrapped by Cogent without any liability to Customer. Before scrapping or otherwise disposing of the unrepaired unit(s), Cogent shall deliver a final ten (10) day notice to Customer to pick up the unit(s), or the unit(s) will be scrapped or otherwise disposed of by Cogent without any liability, financial or otherwise, to Customer.

24. MISCELLANEOUS. The captions or titles in these Terms and Conditions are for reference only, and shall have no role nor effect in the interpretation or construction of the Proposal or the Agreement, as applicable. Company's failure to insist, on any one or more instances, upon Customer's performance of the Agreement, or to exercise any rights conferred in the Agreement, will not constitute a waiver or relinquishment of such right, or the right to insist upon Customer's performance in any other respect. The partial or complete invalidity of any one or more provisions in these Terms and Conditions, or any other part of the Agreement, shall not affect the validity or continuing force and effect of any other provision. Unless specifically stated otherwise in these Terms and Conditions, Company possesses all other legal and equitable rights that may be found in the applicable law.

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS: All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates (“Scheduled Rates”) are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a “second” or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer’s contact at Company.

4. ENVIRONMENTAL FEE: Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials

6. OFF RENT CALL CONFIRMATION: For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company’s local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer’s care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer’s failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.

9. COGENT TERMS & CONDITIONS: A complete list of Terms & Conditions can be found at: https://cogentcompanies.com/tandc/

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM: Karl Johnson

PROJECT:	Roaring Fork Engineering Service agreement for design and permitting for Wastewater Treatment Facility.
ACTION:	Discussion and Action

PURPOSE/BACKGROUND:
Roaring Fork Engineering has been working with the PSSGID since 2023, assisting with a system-wide analysis. They have assisted staff with applying for the discharge permit for the future Wastewater Treatment Facility (WWTF). Staff would like to solidify a services agreement with Roaring Fork Engineering to complete the design and engineering for the future WWTF. The cost of the agreement is $1,188,881.

ATTACHMENTS:
1. services_agreement - RFE WWTP Final Combined

FISCAL IMPACT: $1,188,881 from the Sewer Infrastructure Facilities Fund (SIFF)

GOALS & OBJECTIVES: Develop a long-term strategy to provide essential sanitation collection and treatment services that are financially viable, future-orientated, and maximize the existing assets and partnerships in a community or our size with limited resources.

RECOMMENDATIONS:
1. Enter into a service agreement with Roaring Fork Engineering to complete the design and permitting for the San Juan WWTF for $1,188,881
2. Advise staff.

SERVICES AGREEMENT

BETWEEN

Town of Pagosa Springs

and

Roaring Fork Engineering

CONTRACT NO.: 2026-PW-005

RE: San Juan WWTF Design and Permitting

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between **TOWN OF PAGOSA SPRINGS**, a municipal corporation and political subdivision of the State of Colorado ("Owner"), whose mailing address P.O. Box 1859, Pagosa Springs, CO 81147, and **Roaring Fork Engineering,** a civil engineering firm ("Contractor"), whose mailing address is 592 Co 133 Carbondale, CO 81623. The Owner and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide Type of Service services, as further described in **Exhibit A** attached hereto and incorporated herein by this reference ("Scope of Services"). All provisions of **Exhibit A,** including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A,** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to the Agreement for the San Juan WWTF shall be initiated no later than March 5, 2026, and completed no later than March 5, 2028. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least twenty-one

(21) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice fourteen (14) days in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Contractor the amounts set forth in **Exhibit A**. Total compensation shall not exceed One Million One Hundred Eighty-Eight Thousand Eight Hundred Eighty One Dollars ($1,188,881). The Owner shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Owner periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services, of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Owner. The Owner's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Owner is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Owner's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Owner or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Owner. Nothing shall detract from this obligation unless the Contractor advises the Owner in writing that such data may be unsuitable, improper, or inaccurate and the Owner nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least $500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a $500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least $500,000 per employee/accident and $1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least $2,000,000 per occurrence for bodily injury, death or damage to property; $2,000,000 per occurrence for personal and advertising injury; $2,000,000 products-completed operations; and $2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least $2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Contractor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Contractor.

14. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials paid for by the Owner pursuant to this Agreement for a period of two (2) years following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Owner. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Owner within such reasonable period of time as specified by the Owner in writing. If the Contractor fails to repair such defect within such period of time specified by the Owner, the Owner may repair such defect or contract for such repairs at the expense of Contractor. The obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

16. Acceptance Not Waiver. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the Owner for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall ensure the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of

Colorado District Court for Archuleta County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

25. Taxes. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Contractor shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.

26. Time is of the Essence. All times stated in this Agreement are of the essence.

27. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq*., C.R.S.

29. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

30. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

31. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

PRINCIPAL:

Town of Pagosa Springs, a municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Name: David J Harris__________________
Title: Town Manager_________________
Date: ______________________________

CONTRACTOR:

Roaring Fork Engineering, A Civil Engineering Firm

By: ____________________
Name: Maggie McHugh________
Title: Principal and Co-owner___
Date: ____________________

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

(Attach Contractor's proposal or other documentation if available and intended for incorporation into the Agreement)

TO: Karl Johnson, Public Works Director
David Harris, Town Manager

FROM: Maggie McHugh, PE
Principal and Co-Owner of Roaring Fork Engineering

CC: Kyle Rickert, Town Project Manager

DATE: March 5, 2026

RE: WWTF Scope and Fee Estimate

SAN JUAN WWTF DESIGN AND PERMITTING

PROJECT BACKGROUND

Until 2015, PSSGID (District) operated a lagoon-based wastewater treatment system. That year, the District transitioned to a pumped conveyance system, bringing Lift Stations PS#1 and PS#2 and approximately 7.5 miles of force main online to transport wastewater to the Pagosa Area Water and Sanitation District (PAWSD) Wastewater Treatment Facility. This system relies on two high-horsepower pump stations operating continuously to serve the District's needs.

From the outset, the lift station system presented operational challenges. The originally specified pumps struggled to keep pace with incoming flows, resulting in sanitary overflow events. Additionally, the stations lacked emergency overflow vaults to provide operational resiliency during emergency or unplanned outages. Over the past decade, PSSGID has invested significant time, financial resources, and engineering effort to maintain reliable service. These investments have included ongoing pump replacement, piping and system repairs, major system modifications including construction of overflow vaults, and the purchase of spare bypass pumps to prevent service interruptions and avoid violations with the Colorado Department of Public Health and Environment (CDPHE).

While these efforts have maintained uninterrupted service to the community, the system's dependence on high-maintenance, energy-intensive infrastructure has required continual reinvestment. In today's regulatory environment, where nutrient limits, discharge standards, and resiliency requirements continue to evolve, this reactive maintenance model is neither cost-efficient nor strategically aligned with long-term utility stewardship.

Recognizing both the financial burden and regulatory risks associated with the current configuration, PSSGID is evaluating the construction of its own Wastewater Treatment Facility (WWTF) at the former lagoon site. This approach represents a shift from ongoing emergency and maintenance spending toward proactive capital investment in infrastructure the Town owns and controls. As part of this evaluation, the District is also analyzing the feasibility of installing a temporary treatment facility. A comprehensive financial and engineering review is underway to assess capital costs, utility consumption, operational staffing requirements, and CDPHE permitting timelines associated with a temporary installation. This step reflects prudent fiscal management while advancing toward a permanent solution.

The long-term plan envisions construction of a new WWTF designed to treat the entirety of the Town's service area flows. The facility would be rated for an initial capacity of 0.995 million gallons per day (MGD), with expansion capability to at least 2.0 MGD or greater to accommodate future growth and regulatory changes. Designing with expansion in mind positions the Town to respond to population growth, economic development, and increasingly stringent discharge requirements without costly retrofits.

The Town and PSSGID have identified the urgent need to move forward with design, permitting, and construction. RFE has prepared a scope and preliminary schedule targeting initial site work and construction as early as Summer 2027, contingent upon CDPHE permitting timelines and the potential for expedited review.

This project represents more than infrastructure replacement, it is an investment in resilience, regulatory compliance, environmental stewardship, and long-term fiscal responsibility. A modern WWTF will reflect the Town Council's commitment to thoughtful design, energy efficiency, and meaningful utility construction. It will ensure the discharge of high-quality effluent to the San Juan River while reducing long-term operational risk.

By investing in this facility, the Town of Pagosa Springs positions itself for greater independence, stronger regulatory resiliency, and leadership in wastewater treatment. Most importantly, it provides a sustainable, generational solution for the residents of PSSGID and broader community.

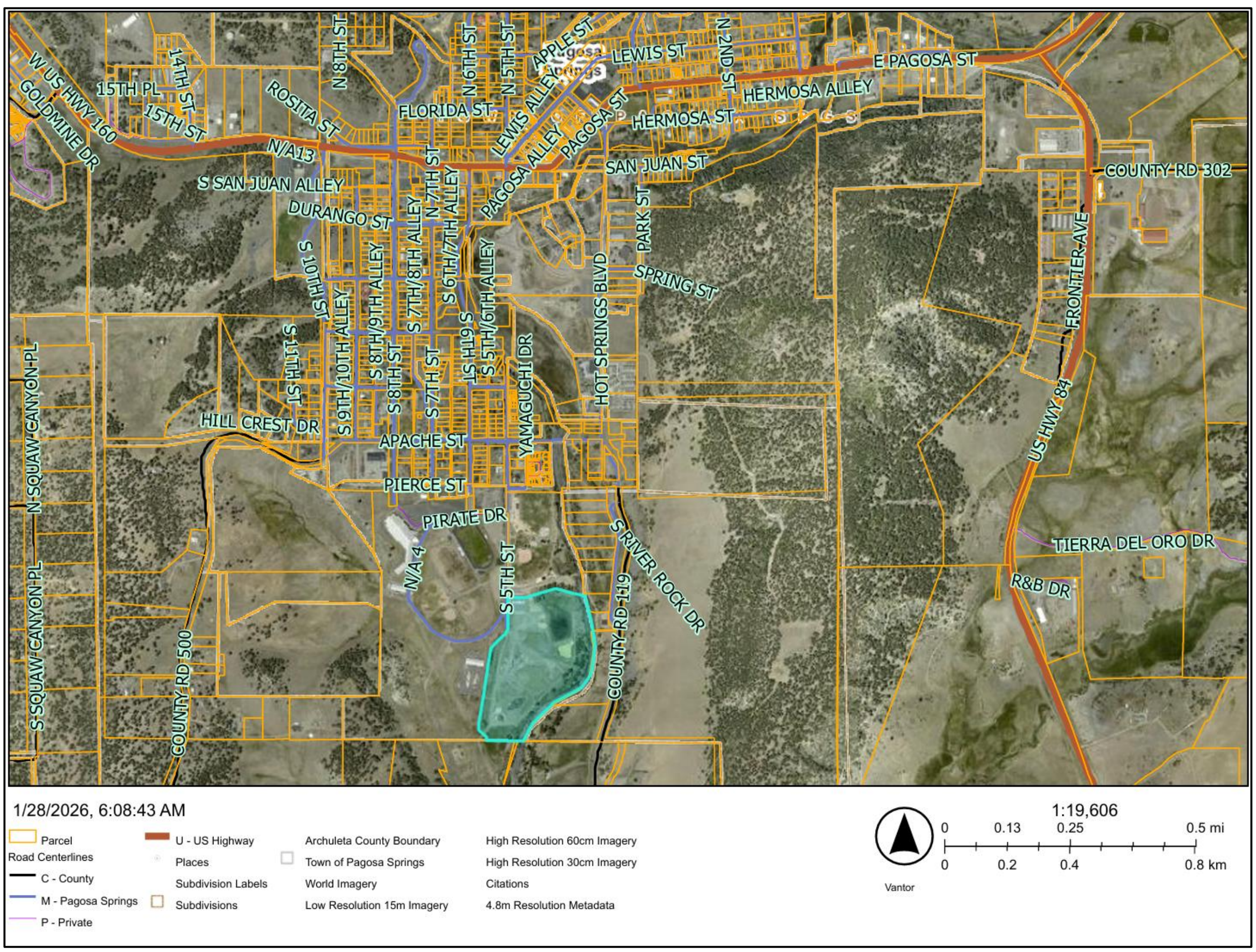


Figure 1. Proposed WWTF Location.

PROJECT GOALS

Discussion with the Town Manager and Public Works Director, along with Town Project Manager and Operators have led to four key goals identified as part of this project:

1. Design a WWTF which can serve the entire Town population, including the ability for future expansion for either acceptance of a larger service area or PAWSD sewage.

2. The WWTF should be a community centric facility which includes the ability for students, and community members, to interact with the site safely and learn more about wastewater treatment and operations.

3. The building should be LEED certified, integrate into the natural landscape (green roof), include renewable energy when possible and be designed by a local architect who understands the community's infrastructure.

4. The treatment processes should be progressive, forward thinking and regulatory resilient, energy efficient, and long-term sustainable for a small community to operate. This shall include the ability to treat wastewater to non-potable reuse standards for localized irrigation on properties nearby.

PROJECT TEAM

Understanding the background and project goals, Roaring Fork Engineering has brought together a team of Colorado Western Slope local firms who can design and permit the WWTF for the Town. The team includes the following members:

1. **Roaring Fork Engineering (Carbondale CO)**
    a. Project Managers and Main Point of Contact with Town
    b. Process and Civil Design Lead
    c. Funding Application Lead

2. **Western Water Solutions (Glenwood Springs CO)**
    a. Glenwood Springs, CO based structural firm who specializes in water and wastewater concrete structures.
    b. With a specialization in structures built in floodplains, and challenging Geotechnical conditions.

3. **Browns Hill Engineering (Littleton CO with local Pagosa Springs employees)**
    a. Current controls integrator for the PSSGID and Colorado based electrical and controls design team.
    b. Denver based firm with local presence in Pagosa and familiarity with PSSGID staff, control systems, and preferences.
    c. LEED certified designers.

4. **Big Horn Mechanical (Grand Junction CO)**
    a. Grand Junction based firm which includes design services for mechanical systems including plumbing, and HVAC for the entire WWTF.
    b. LEED certified designers who can assist the architecture team and Browns Hill team with LEED certification decisions during design.

PROJECT SCOPE

The team proposed for this project includes four Colorado based firms with Western Slope founding or satellite offices which have worked together before on large technical projects. RFE will lead the team and produce monthly progress updates which will be presented to the Council at every other GID meeting. The scope follows a typical design, bid, build contract. However, integration with a local contractor can begin earlier (at 60% level) for construction feedback during design which can help produce cost savings and efficiencies during construction to save on costs. RFE plans to hold bi-weekly meetings internally with the design team, and PSSGID staff will be invited to join as well. Monthly design meetings will also take place with PSSGID staff prior to Council presentation. The overall project scope includes:

- Geotechnical Investigation
- RFE has already completed the site survey.
- Civil Site Design, including grading, and drainage.
- Interior process piping, pumping, and equipment layout design.
- Structural subgrade basins (e.g. aeration basins, clarifiers, digesters, etc.) which hold WW.
- Electrical and controls design
    - Completed by Browns Hill Engineering current EIC designer and contractor for PSSGID.
    - Process and Instrumentation Design.
- Mechanical HVAC design

Task Breakdown is as follows:

0. Temporary WWTF Design and Permitting
   a. Site Application Report
   b. Process Design Report
   c. Civil Site Design
   d. Electrical Design
   e. Deliverables:
      i. Layout Drawings using manufacturer supplied information and prefabricated drawings.
      ii. Electrical transformer loading and sizing.
      iii. CDPHE Site Application and Process Design Submittal.
         1. Please note that the outlines of these reports which include a lot of community information can be reused for Tasks 2 and 4.

1. Conceptual Design
   a. Geotechnical Investigation
   b. Civil Site Proposed Plan
      i. Major drainage issues identified
   c. Plant Model for conceptual sizing of basins and equipment
   d. Structural Conceptual Basin Sizing and Design Constraints
   e. Electrical Transformer and Load Analysis
   f. Preliminary building sizes
   g. Deliverables:
      i. Conceptual drawings
      ii. Design Report
         1. Summarizing discussions, key decisions, and questions for PSSGID.

2. **Site Application Submittal**
    a. RFE will lead this process with a small amount of input for other disciplines as needed to meet CDPHE requirements.
    b. Site Application Report
    c. Appendix developing including:
        i. Site Plan
        ii. Process Flow Diagram
        iii. Preliminary WWTF calculations
        iv. Overview of alarms and controls
        v. Conceptual Design Drawings
    d. Deliverables:
        i. Site Application Report and Form
        ii. Conceptual Drawings and Appendix Exhibits
        iii. Preliminary Cost Estimate

3. **60% Design**
    a. Process and Civil
        i. Plant model progression
    b. Structural
    c. Electrical and I/C
    d. Mechanical
    e. **Deliverables:**
        i. 60% Design Drawings
        ii. Specification Outline
        iii. Design Report
            1. Outline key decisions, discussions, and highlight any operational impacts from key decisions.
        iv. Updated Cost Estimate

4. **Process Design Report**
    a. RFE will lead this process with a small amount of input for other disciplines as needed to meet CDPHE requirements.
    b. Process Design Report development
    c. Plant Model development
    d. Deliverables:
        i. Process Design Report and Appendix
        ii. 60% Drawings

5. **90% Design**
    a. Process and Civil Drawings
        i. Plant model development
    b. Structural Drawings
    c. Electrical and I/C Drawings
    d. Mechanical Drawings
    e. Deliverables:
        i. 90% Drawings
        ii. Specification Book (Project Manual)

    iii. Design Report.
    iv. Updated EOPC.

6. **Bid Package**
    a. Process and Civil Drawings
        i. Plant model finalized for operational use.
    b. Structural Drawings
    c. Electrical and I/C Drawings
    d. Mechanical Drawings
    e. Deliverables:
        i. Bid Drawings
        ii. Bid Project Manual
        iii. Final Design Report.
        iv. Updated and Final EOPC.

7. **Construction Administration**
    a. CA work will be defined and negotiated once a Contractor is chosen.
    b. Administration work (RFIs, submittals, and weekly meetings) will be included in RFE's scope. On-site inspection work will be done by a third party inspector.
    c. All scope and fees to be finalized prior to construction.

Specific exclusions:

1. Geotechnical services are not included in the cost and will be contracted with RFE directly using a local vendor.
2. It is assumed that minimal design is required for the temporary WWTF permitting process. If design drawings or detailed specifications are required this will be an additional fee and scope.
3. The proposed schedule assumes that the PSSGID and CDPHE have agreed upon an expedited schedule given the current situation. If not, the design periods and review periods will likely push the start of the WWTF to 2028 or later.
4. Review periods by state or federal agencies is out of control of the design team.
5. NEPA permitting, wetland delineation, or other environmental or cultural surveys are not included in this fee. Those services will be rendered on a as needed basis pending final funding package for the project.
6. **Additional outside design services which are not included in this scope and the Town will contract separately include:**
    1. Architectural engineering services for a community focused WWTF, green roof,
        a. Building design for LEED certification
        b. Includes structural design for building
        c. Lab room and equipment design
        d. Meeting space design
        e. Interactive community options

iii. Design Report.
iv. Updated EOPC.

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    a. Process and Civil Drawings
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    b. Structural Drawings
    c. Electrical and I/C Drawings
    d. Mechanical Drawings
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        ii. Bid Project Manual
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        d. Meeting space design
        e. Interactive community options

ATTACHMENT A

Detailed Fee Estimate

WWTF Design, Permitting, Bidding, and Funding

Discipline	Fee
Task 0: Temporary WWTF Permitting	
Process and Civil	$55,800
Structural and Geotechnical	$23,500
Electrical	$5,750
Task 0 Subtotal	**$85,050**

Task 1: Conceputal Design and Alternatives Analysis	
Process and Civil	$67,152
Structural	$28,700
Electrical	$5,750
Mechanical	$6,000
Task 1 Subtotal	**$107,602**

Task 2: Site Application Submittal	
Process and Civil	$55,720
Structural	$3,000
Electrical	$3,000
Mechanical	$0
Task 2 Subtotal	**$61,720**

Task 3: 60% Design	
Process and Civil	$245,620
Structural	$128,293
Electrical	$39,000
Mechanical	$36,600
Task 3 Subtotal	**$449,513**

Task 4: Process Design Report	
Civil and Process	$85,950
Structural	$3,000
Electrical	$2,500
Task 4 Subtotal	**$91,450**

Task 5: 90% Design	
Process and Civil	$165,000
Structural	$87,633
Electrical	$35,000
Mechanical	$18,300
Task 5 Subtotal	**$305,933**

Task 6: Bid Package and Evaluation	
Process and Civil	$85,000
Structural	$36,383
Electrical	$9,500
Mechanical	$6,100
Task 6 Subtotal	**$136,983**

Task 7: Funding Research and Applications	
Process and Civil	$35,680
Task 7 Subtotal	**$35,680**

Project Total	**$1,188,881**

ATTACHMENT B

Proposed Schedule

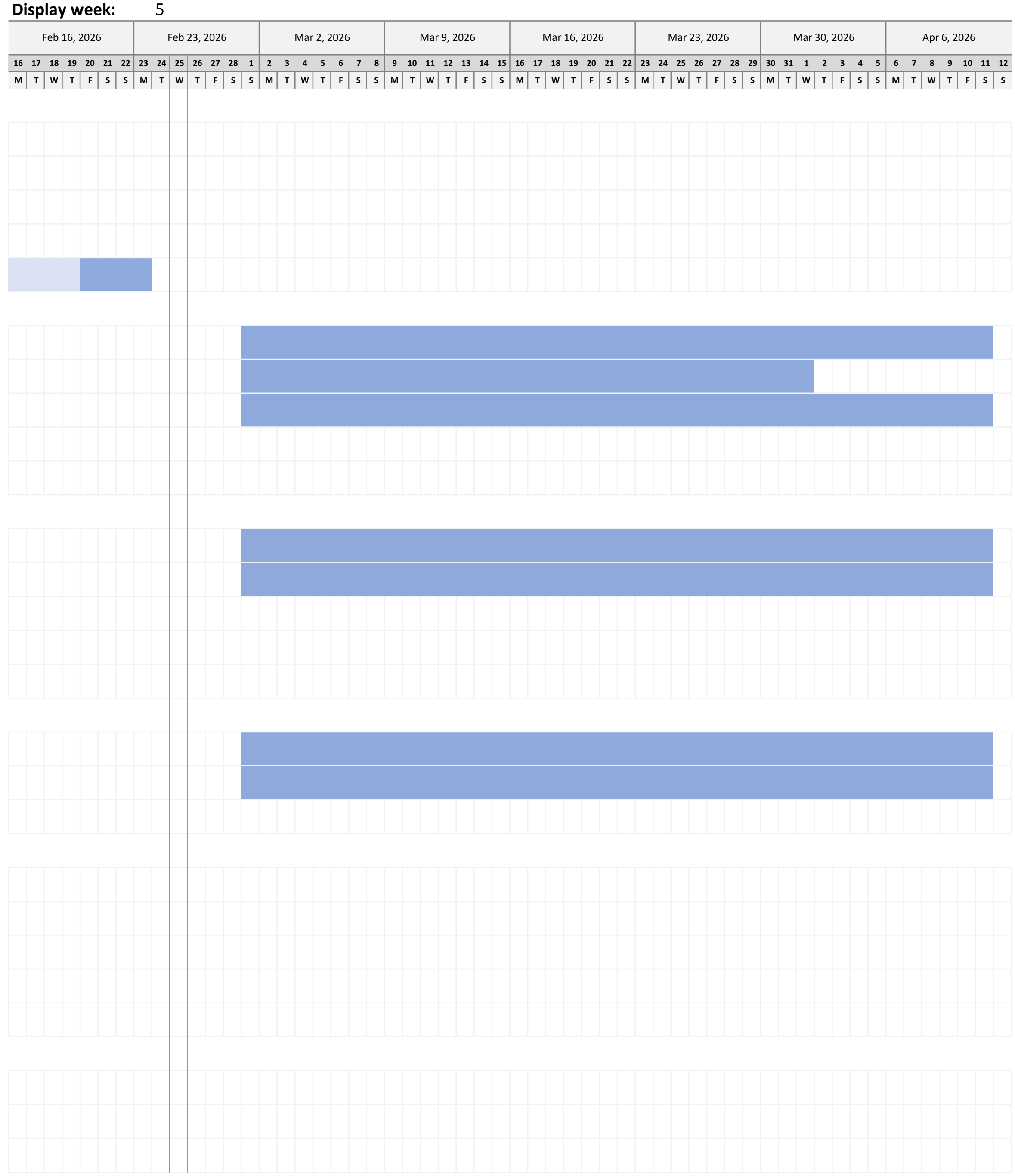
Pagosa Springs WWTF Permitting and Design Process

PSSGID

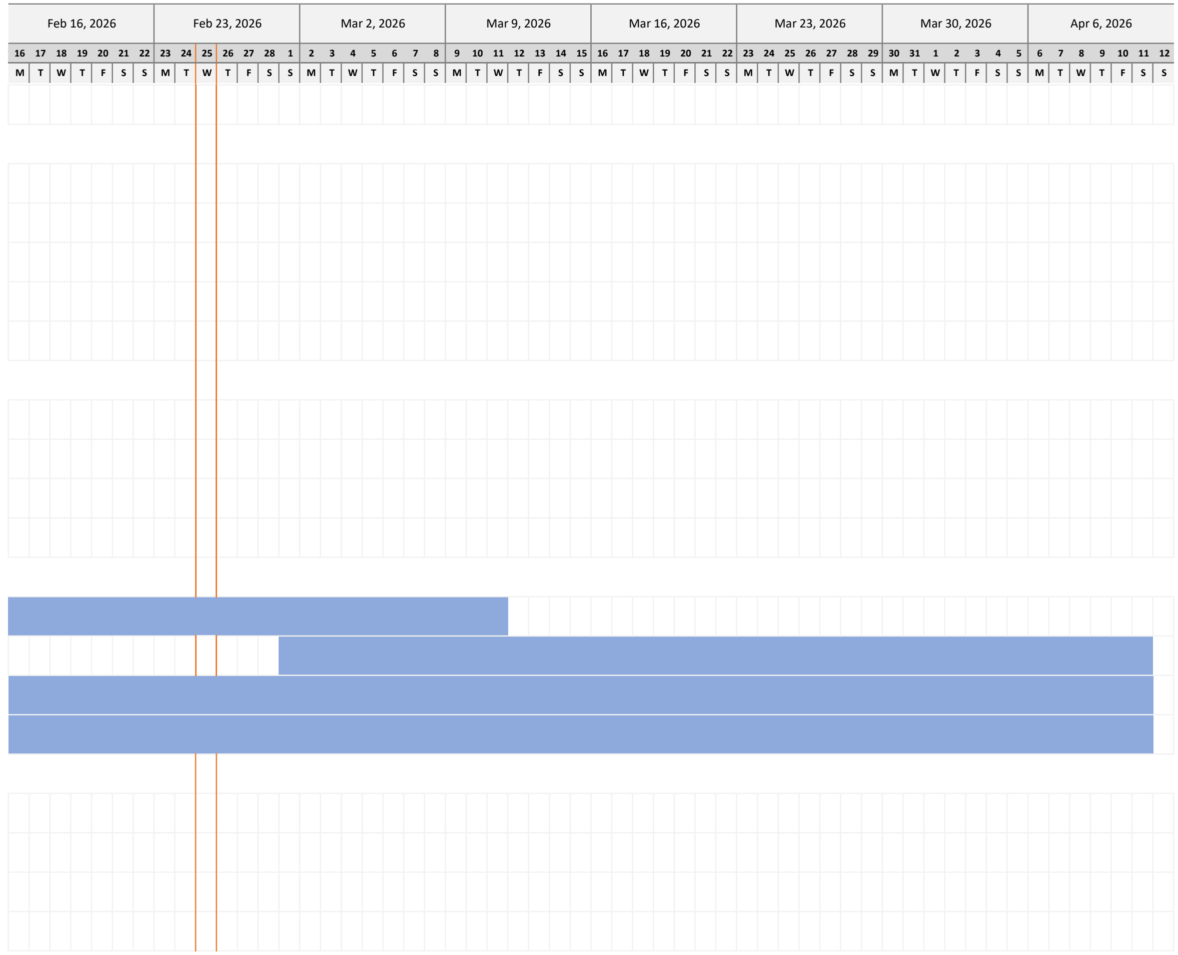
Project start: Thu, 1/22/2026

Display week: 5

TASK	ASSIGNED TO	PROGRESS	START	END
Permitting				
Discharge Permit Application Preparation	Maggie McHugh	100%	1/22/26	2/11/26
Town Review	Karl and David	100%	1/30/26	2/4/26
Submission and Fee Submission	Maggie McHugh	95%	2/11/26	2/11/26
Chemical Evaluation Form	Maggie McHugh	100%	1/22/26	2/11/26
Water Reuse Permit Application	RFE and PSSGID	75%	2/11/26	2/23/26
Task 0: Temporary WWTF Permitting and Design				
Site Application	Design Team	25%	3/1/26	4/22/26
Geotechnical Investigation	RFE	0%	3/1/26	4/1/26
Process Design Report	RFE	0%	3/1/26	6/1/26
Design Drawings and Utility Connections	RFE	0%	4/22/26	4/22/26
Site Design and Preparation	Design Team	0%	4/22/26	5/1/26
Task 1: Alternatives Analysis and Conceputal Design				
Alternatives Analysis	Design Team	25%	3/1/26	4/22/26
Plant Model	RFE Team	0%	3/1/26	6/1/26
Conceputal Design Review	PSSGID	0%	4/22/26	4/22/26
Finalize Conceputal Design	Design Team	0%	4/22/26	5/1/26
Conceputal Design Drawings and Report	**Design Team**	**0%**	**5/3/26**	**5/3/26**
Task 2: Site Application Process				
Site Application Report	Design Team	0%	3/1/26	6/1/26
Site Application Process Flow and Design Drawings	Design Team	0%	3/1/26	6/15/26
Submit Site Application	**Design Team**	**0%**	**6/1/26**	**6/2/26**
Task 3: 60% Design				
60% Design Drawings	Design Team	0%	5/1/26	8/15/26
60% Design Report	Design Team	0%	5/1/26	8/15/26
Plant Model	RFE Team	0%	5/1/26	8/15/26
60% Design Review Meeting	**Design Team and PSSGID**	**0%**	**7/15/26**	**7/16/26**
Finalize 60% Design	Design Team	0%	8/15/26	8/15/26
Task 4: Process Design Report				
Process Design Report	Design Team	0%	6/1/26	8/15/26
Plant Model	Design Team	0%	5/1/26	8/1/26
Process Design Report Review Meeting	**Design Team and PSSGID**	**0%**	**7/15/26**	**7/16/26**



TASK	ASSIGNED TO	PROGRESS	START	END
Submit PDR	Design Team	0%	8/1/26	8/1/26
Task 5: 90% Design				
90% Design Drawings	Design Team	0%	6/1/26	8/15/26
90% Design Report (For Records)	Design Team	0%	5/1/26	8/1/26
90% Specifications and Project Manual	Design Team	0%	5/1/26	8/1/26
Design Review Meeting	**Design Team and PSSGID**	**0%**	**7/15/26**	**7/16/26**
Finalize 90% Design	Design Team	0%	12/15/26	12/15/26
Task 6: Bid Package				
Bid Package Drawings	Design Team	0%	12/15/26	2/1/27
Bid Specification and Project Manual	Design Team	0%	12/15/26	2/1/27
Design Review Meeting	**Design Team and PSSGID**	**0%**	**1/15/27**	**1/16/27**
Finalize Bid Package	Design Team	0%	2/15/27	2/15/27
Task 7: Funding Applications				
Funding Research and Memo	RFE	25%	1/22/26	3/11/26
Funding Application Submissions	Karl and David	0%	3/1/26	6/1/26
Funding Application Processes	RFE	0%	2/1/26	12/1/26
SRF Loan Application	RFE	0%	1/1/26	11/15/26
Future Anticipated Construction Schedule				
Headworks Building and Improvements	Contractor	0%	5/1/27	10/1/27
Site Improvements and Prep	Contractor	0%	5/1/27	10/1/27
Building Foundations and Concrete Work	Contractor	0%	5/1/27	10/1/27
WWTF Construction	Contractor	0%	5/1/28	11/1/28



ATTACHMENT C

Subcontractor Proposals

BROWNS HILL
ENGINEERING & CONTROLS

8130 Shaffer Parkway, Unit A
Littleton, CO 80127
PHONE: 720-344-7771
FAX: 720-344-7460

Engineering Proposal

Client: Town of Pagosa Springs
Project: San Juan WWTF Design

Browns Hill Job #: <Project #>
Date: February 13, 2026

Engineer: RFE

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish the following engineering services:

Scope of Work:

Provide electrical and controls engineering for the above noted project

Electrical and Controls Work:

Provide the electrical and controls design work for the project
- Design incoming service entrance for the new plant
- One-line diagrams for power systems and controls
- Network diagrams for the control system of the plant
- Meet with owner to coordinate their desires for the control system of the plant
- Design the plant to comply as much as possible to LEED guidelines
- Develop P&IDs after RFE provides process flow diagram

Conceptual Design

Provide preliminary load analysis for the plant and service entrance requirements
Provide control system philosophy for the plant with initial control system network diagram

Site Application Submittal

Assist with information to RFE as needed

60% Design Phase

Produce initial drawings and specifications for the project
- Power distribution one-lines
- Control system one-lines
- Installation details as needed
- More detailed control system network design
- Initial plant plan views and site plans (backgrounds by RFE)
  - Locate equipment and lighting on these plans

Prepare an engineer's opinion of probable costs for the electrical and controls portion

Process Design Report

Assist with information to RFE as needed

90% Design Phase

Update and complete drawings and specifications for the project
Prepare an engineer's opinion of probable costs for the electrical and controls portion

Bid Package
Final drawings and specifications for the project

Proposal not to exceed cost:

	Conceptual Design Phase - Electrical and I&C
$5,750	and no/100 dollars
	Site Application Phase - Electrical and I&C
$3,000	and no/100 dollars
	60% Design Phase - Electrical and I&C
$39,000	and no/100 dollars
	Process Design Report Phase - Electrical and I&C
$2,500	and no/100 dollars
	90% Design Phase - Electrical and I&C
$35,000	and no/100 dollars
	Bid Package Phase - Electrical and I&C
$9,500	and no/100 dollars
$94,750	**Total for entire proposal**

This proposal is valid for 60 days and subject to revision after that time.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Ted Wille
Browns Hill Engineering & Controls, LLC

January 30, 2026

Maggie McHugh, P.E.
Roaring Fork Engineering
592 Highway 133
Carbondale, Colorado 81623

RE: Letter Proposal for Engineering Services related to the San Juan Wastewater Treatment Facility Structural Design

Dear Maggie,

Western Water Solutions, LLC (WWS) is pleased to provide this letter proposal for engineering services associated with the structural design of the San Juan Wastewater Treatment Facility (WWTF) for the Town of Pagosa Springs.

This proposal and the associated fee are based on prior discussions with Roaring Fork Engineering (RFE). WWS understands the plant configuration and level of detail available currently are preliminary. Accordingly, the structural engineering fee has been developed based on WWS's experience with wastewater treatment facilities of similar size, configuration, and structural complexity.

WWS will provide structural engineering design services for the below-grade reinforced concrete structures, including aeration basins, clarifier basins, and digester basins. WWS will coordinate directly with RFE and with the project team, including Brown's Hill and Bighorn Engineering.

Scope of Services

Task 01 – Conceptual Design

WWS will perform initial structural evaluations and establish the structural design basis for the liquid-containing reinforced concrete basins. This effort includes selection of the basin structural system; development of preliminary wall thickness ranges; evaluation of uplift, buoyancy, and groundwater loading conditions; and coordination with the geotechnical engineer. WWS will also consider hydrostatic, preliminary penetrations criteria, and digester loading assumptions, and will prepare a structural design criteria memorandum documenting the basis of design.

Deliverable: Basin conceptual structural layouts accompanied by a design memorandum summarizing the structural basis of design, key assumptions, and any decisions or items requiring further coordination.

Task 02 – Site Application Submittal

WWS will support RFE in preparation of the site application submittal, including narrative input and conceptual structural layouts addressing geotechnical considerations, basin sizing, and potential site constraints.

Task 03 – 60% Design

WWS will advance the conceptual structural design to a structural design development level and prepare the 60% design drawings. The primary effort for this task is the structural design development, followed by preparation of the drawings. This task also includes coordination with process and mechanical equipment layouts and associated loading and support requirements.

Deliverables: Structural drawings and a specification outline, accompanied by a summary memorandum summarizing key design decisions for review. WWS will also provide an Engineer's Opinion of Probable Construction Cost (EOPC) in support of the grant and loan application process for the basin elements.

Task 04 – Process Design Report

WWS will support RFE in preparation of the Process Design Report, similar in level of effort to Task 02, with focus on the interaction of process mechanical equipment and piping with the concrete basin structures.

Task 05 – 90% Design

WWS will refine and coordinate the structural design drawings and specifications based on interdisciplinary input and design review comments, including coordination of penetrations, embeds, and equipment loading requirements.

Deliverables: Updated structural drawings and technical specifications (Division 03, 05, 07, and 09), accompanied by a memorandum summarizing key design decisions for review. WWS will also provide an updated EOPC.

Task 06 – Bid Package

WWS will prepare final structural drawings and specifications suitable for bidding. Effort will include cross-checking specifications to drawing details, consistency reviews, reinforcement clarity, and constructability review.

Deliverables: Final structural drawings and Project Manual, accompanied by a memorandum summarizing key design decisions for review.

Schedule and Project Coordination

The proposed fee is based on the preliminary design schedule provided by RFE. The scope includes bi-weekly coordination meetings with RFE, periodic design coordination meetings with the project team, and in-person design review meetings with the Town of Pagosa Springs at the 60%, 90%, and Final for Bid milestones.

Fee

WWS estimates a total fee of **$287,009** for the services described herein. A detailed breakdown of the estimated fee is provided in the table below.

The allocation of effort among individual tasks reflects the anticipated level of structural design development at each project phase. Certain tasks are weighted more heavily due to the engineering analysis, while other tasks are currently assumed to require less effort. As the project progresses and the scope and structural complexity become better defined, the level of effort associated with individual tasks may vary. WWS intends to manage the work within the overall project budget and will adjust the distribution of hours among tasks as necessary to respond to project needs, coordination requirements, and review comments, while maintaining the total proposed fee.

Task No.	Task Description	Total Fee
01	Conceptual Design	$28,700
02	Site Application Submittal	$3,000
03	60% Design	$128,293
04	Process Design Report	$3,000
05	90% Design	$87,633
06	Bid Package	$36,383
	Subtotal	$287,009

WWS greatly appreciates the opportunity to support Roaring Fork Engineering and the Town of Pagosa Springs on this project. Please contact me with any questions or requested revisions.

Sincerely,

Theresa Weidmann

Theresa Weidmann, PE
Western Water Solutions

BIGHORN
CONSULTING ENGINEERS, CO.
386 Indian Road, Grand Junction, CO 81501 ♦ Phone: (970) 241-8709 ♦ www.bighorneng.com

February 11, 2026

Maggie McHugh
Roaring Fork Engineering
592 Highway 133
Carbondale, CO 81623

RE: Pagosa (San Juan) WWTF

Dear Maggie:

Bighorn Consulting Engineers is pleased to provide you with this proposal for mechanical and plumbing engineering services on the above-mentioned project. The project involves M&P design for a new WWTF at the old lagoon site. It is anticipated that the facility will be an approximately 1 MGD plant with the ability to expand to 2MGD in the future. There is a desire to make this building LEED certified.

Mechanically, the scope of work will include design of heating, ventilation, and air-conditioning systems for both the facility in compliance with the ICC codes and the NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities. This will include provisions for the lab area, hoods, exhaust, etc. HVAC will be designed with input from the owner and building codes to provide the best solution for comfort, economy, and energy efficiency requirements. Plumbing design will include interior waste, vent, gas, cold and hot water piping layout design.

We will provide:

1. Construction drawings and specifications for mechanical and plumbing systems.
2. Mechanical and energy compliance reports.
3. Construction administration including RFI and submittal review.
4. HVAC System design and documentation for LEED certification. (Add Service if required)

Not included in this scope of work is the following:

1. Re-design after Value Engineering due to budget constraints.
2. Re-design after completion of Construction Documents.

Our fee for the service above will be:	**$ 6,000**	**Conceptual Design & Site Application**
	$ 36,600	**60% Design**
	$ 18,300	**90% Design**
	$ 6,100	**Bid Package**
	$ 5,500	**Construction Administration**
	$ 72,500	**Total**

Add Service HVAC LEED Documentation: $7,500

Mark J. Harrington
Mark J. Harrington, P.E.
Vice President

Proposal Accepted:
Signature____________________ Title____________________

Company____________________ Date____________________

Standard Terms and Conditions

Payment to the Firm shall be due upon receipt of the Firm's invoice and not contingent upon receipt of funds from other parties.

Bighorn Consulting Engineers (BCE) services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similarly situated professionals practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee, either express or implied, and consultant shall have no such obligation. Accordingly, Client shall provide appropriate contingencies in both schedule and cost. Schedule changes due to unexpected events outside Consultant's reasonable control including, but not limited to, Acts of God, disease, government shutdown, government regulations, IT terrorism/ransom, shall be accommodated without penalty.

BCE shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.

The Firm's work does not include any services related to asbestos abatement and/or hazardous or toxic materials.

BCE shall have no other duties or responsibilities except those set forth above/below except as agreed to in writing.

Construction Observation Trips shall be for observation and recommendations only. These site visits are for familiarity of the work and not to guarantee installation and workmanship of the contractor.

Either Client or Firm can terminate services at any time should the other fail to fulfill obligations herein. Prior to terminating this Agreement for breach or non-performance, a Party must provide seven days written notice to the other Party of such breach or non-performance and provide such Party an opportunity to correct such breach or non-performance within that seven-day period. Upon termination, the Client shall pay the Firm for services provided to the date of termination.

BCE shall have no control over means and methods of construction, schedule of construction, procedures, or safety precautions of the job site.

BCE shall be compensated for scope of work changes or redesign due to Client changes.

Notwithstanding any other provision, BCE shall retain all rights of ownership and use of its skills, knowledge and experience that have a general applicability, including such skills, knowledge or experience gained by the Firm in connection with performing service for the Project. Such knowledge and experience include, but are not limited to standard arrangements and configurations, individual standard features, details, and design elements, specification, general notes, and design templates. BCE shall also own all documents produced by the firm. The Client shall not use these documents in any other endeavor without written consent from the firm.

This Agreement and the design may not be transferred or assigned by either Party without written consent.
Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, Consultant's only obligation with regard to indemnification shall be to indemnify and hold harmless (but not defend) the Client, its officers, directors, and employees from and against those damages and costs that the Client is legally obligated to pay as a result of third party tort claims, to the extent caused by the wrongful misconduct or negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement.

The Client shall indemnify to the fullest extent of the law, BCE, its employees and sub-consultants from and against all damage, liability, and costs including reasonable attorney's fees and defense costs in any way connected with the performance by any of the parties listed, except those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

To the fullest extent permitted by law, the total liability, in the aggregate, of BCE, BCE's officers, directors, partners, employees, agents, and subconsultants, to the Client, and anyone claiming by, through, or under the Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by BCE or $50,000 whichever is greater. The Client may negotiate a higher limitation of liability for a reasonable additional fee, which is necessary to compensate for the greater risk assumed by BCE.

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM:

PROJECT:	Executive Session per C.R.S. 24-6-402 (4)(a): Discussion concerning the purchase, acquistion, lease, transfer, or sale of any real, personal, or other property interest related to Project 102
ACTION:	Discussion

PURPOSE/BACKGROUND:

ATTACHMENTS:
None

AGENDA BRIEF

MEETING: Town Council Special Meeting
FROM:

PROJECT: Executive Session per C.R.S. 24-6-402(4)(a): Discussion concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest related to Project 17

ACTION:

PURPOSE/BACKGROUND:

ATTACHMENTS:
None

FISCAL IMPACT:

GOALS & OBJECTIVES:

RECOMMENDATIONS: