

Intergovernmental Agreement

This Agreement is entered into effective the 22nd day of July, 2020 (the Effective Date), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (“**CPW**”) located at 1313 Sherman Street, Denver, CO 80203, the City of Walsenburg, a Colorado municipal corporation, (“**City**”) located at 525 South Albert Street, Walsenburg, CO 81089, and the County of Huerfano, Colorado (“**County**”) located at 401 Main Street, Walsenburg, CO 81089. (CPW, City and County collectively are referred to as the “**Parties.**”)

Whereas:

1. As part of an Agreement between CPW and Walsenburg, CPW has agreed to convey to City fee title to the Golf Course Parcel situated in W½ - Section 18, T28S, R67W, 6th P.M and depicted in attached **Exhibit A**.
2. Primary access to the Golf Course Parcel and to Lathrop State Park (“**Park**”) is over County Road 502 running northerly from US Highway 160 depicted in **Exhibit A**.
3. Patrons of the Golf Course, using CR 502, must pass through the Park entrance station at the Park Headquarters/Visitors Center.
4. There exist some small Park facilities or improvements (e.g. aquatic nuisance species stations) located within the rights of way of CR 502.
5. The Parties desire to define their respective roles with regard to road maintenance within the Park.
6. The Parties desire to define Park entrance fees with regard to patrons of the Golf Course.

Now therefore, for good and valuable consideration, including the recitals above which are incorporated herein, and the following mutual promises, the Parties hereby agree, for a period of 15 years from the Effective Date, that:

- A. CPW shall be responsible for the maintenance, repair and snowplowing of CR 502 within the Park.
- B. County shall be responsible for graveling and maintenance (not including snowplowing) of the gravel portion of the road around Horseshoe Lake within the Park.
- C. County shall allow CPW to continue the use of portions of the CR 502 right of way for Park facilities and improvements (e.g. aquatic nuisance species stations) so long as those facilities or improvements do not impair vehicular safety.
- D. Upon entry to the Park, CPW shall not charge entrance fees to patrons of the Golf Course so long as the patrons proceed directly to the Golf Course and do not use Park facilities. Golf

Course patrons who use Park facilities before or after golfing shall purchase a Park pass. City shall use its best efforts to notify Golf Course patrons of this latter requirement.

[Additional Provisions]

- E. Default-Remedies.** If any obligation hereunder is not performed or waived as herein provided, the Parties shall forfeit all things of value received or performed hereunder and the Parties shall thereafter be released from all obligations hereunder. Such forfeiture is the sole and only remedy for any Party's failure to perform under this Agreement. The Parties waive the remedies of specific performance and additional damages.
- F. Binding Effect.** All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.
- G. Entire Understanding.** This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- H. Severability.** Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.
- I. Third Party Enforcement.** Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.
- J. Waiver.** Waiver of any default under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent default, provision or requirement, or of any other term, provision, or requirement.
- K. 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- L. Financial Interest/Conflict of Interest.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the property described in this contract.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

<p>City of Walsenburg, a Colorado municipal corporation</p> <p>By: Brian D. Lalander</p> <p>Title: Mayor</p> <p>DocuSigned by: <i>Brian D. Lalander</i> A59C2E9B9E01413... *Signature</p> <p>Date: <u>July 20, 2020 1:38 PM PDT</u></p>	<p>STATE OF COLORADO</p> <p>Jared S. Polis, Governor</p> <p>acting by and through the Dept. of Natural Resources, for the use and benefit of the Div. of Parks and Wildlife and the Parks and Wildlife Commission</p> <p>By: Dan Prenzlów, Director</p> <p>DocuSigned by:  16CF57AF11494DD... *Signature</p> <p>Date: <u>July 22, 2020 2:49 PM PDT</u></p>
<p>HUERFANO COUNTY</p> <p>Board of County Commissioners</p> <p>By: Edward R. Garcia</p> <p>Title: Chairman</p> <p>DocuSigned by: <i>Edward R. Garcia</i> 648BF1820063492... *Signature</p> <p>Date: <u>July 22, 2020 3:48 PM PDT</u></p>	



 **Exhibit A**

— Roads
□ Golf Course
■ Lathrop State Park

0 0.1 0.2 0.4 0.8 0.8 Miles

 

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