

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUERFANO COUNTY AND  
HUERFANO PARKS & RECREATION SPECIAL DISTRICT WALSENBURG RIVERWALK  
GRANT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between Huerfano County (“County”) and Huerfano Parks and Recreation Special District (“District”).

**WHEREAS**, §30-11-410, C.R.S, permits county governments to enter into cooperative agreements; and

**WHEREAS**, the Colorado Constitution, Article 14, Section 18, and the Colorado Revised Statutes 29-1-201 (2016), et. Seq., authorizes political subdivisions to enter into intergovernmental agreements for the mutual benefit of both parties; and

**WHEREAS**, County and District concur that the development of Parks and Recreation projects are important to the health and wellness of the community and its citizens; and

**WHEREAS**, County and District have a shared interest in developing a collaborative approach to Parks and Recreation throughout the City, and region; and

**WHEREAS**, working together in a collaborative manner increases the resources available in order to achieve both party’s joint goals, and allows for larger projects to be completed for the citizens of the region; and

**WHEREAS**, County has been awarded the Walsenburg Riverwalk Planning Grant from Colorado Parks and Wildlife; and

**WHEREAS**, County intends to prioritize implementation of the Walsenburg Riverwalk Planning Project, (hereafter Riverwalk Project); and

**WHEREAS**, District will coordinate the Riverwalk Project in Collaboration with the County; and

**WHEREAS**, County, through their grant, is able to reimburse District. The entire Riverwalk planning project shall not exceed fifty thousand dollars, and no cents (\$50,000.00) this funding is to come from a grant from Colorado Parks & Wildlife, further illustrated in attachment A; and

**WHEREAS**, due to the scope of this project, both entities will hold regularly scheduled meetings, in order to ensure a smooth and beneficial project for the citizens of the region;

**Now therefore in consideration of the mutual promises herein, the parties agree as follows:**

1. **Terms and Conditions.** It is understood and agreed that this Agreement is intended to facilitate cooperation between the parties in providing the planning portion of the Riverwalk project.
2. **This agreement will operate as follows:**

- A. District will procure and manage the necessary contractors to complete the Riverwalk Project scope.
  - B. District will conduct community engagement.
  - C. District will provide the following amenities in the planning process:
    - i. Lighting for the baseball field
    - ii. An Amphitheater.
    - iii. Extension of the riverwalk eastward, following the river along the undeveloped property edge.
  - D. County will provide the following services for this project:
    - i. County will pay the bills associated with the costs of this project, either to the district, within thirty (30) days of receiving an invoice from the District.
    - ii. County will submit required reporting directly to the Colorado Parks and Wildlife.
    - iii. County will supply funding for the Riverwalk project, not to exceed the projected budget.
    - iv. County will actively participate in the Riverwalk Project, giving feedback and attending meetings.
    - v. County, at its own expense will provide District a survey of the property commonly known as Fiesta Park, once on is available.
    - vi. County may provide drafts of said survey to District if and when drafts are appropriate and available.
3. **Term and Termination.** This Agreement shall be in effect once executed by both parties and shall continue in effect until December 31, 2025 or the planning project is complete, whichever comes first. In the event the planning project exceeds the 2025 calendar year, this agreement may be renewed for additional terms, with both party's consent, within the bounds of applicable law.
4. **Relationship of Parties.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
5. **Colorado Governmental Immunity Act.** No Party shall be liable under this Agreement for the actions of the other's employees and agents. By agreeing to this provision, the Parties do not waive or intend to waive, the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*
6. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the

express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

7. **No Assignment.** Each Party covenants and agrees that it will not assign this Agreement or any interest or part thereof or any right or privilege pertinent thereto without the prior written consent of all other Parties first having been obtained.
8. **Governing Law.** The law of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this Agreement.
9. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope of intent of this Agreement.
10. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. The parties shall not be bound or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.
11. **Multiple Parts.** This contract may be executed in multiple parts, and copies of this contract shall be considered to carry the same weight as the original

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, which shall be effective upon the first date above written.

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2024

**AUTHORIZATION:**

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Arica Andreatta, Chairman,  
County of Huerfano, Colorado

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Keri Powers, President, Member at Large  
Huerfano County Parks and Recreation District