

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONE TREE AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CONSTRUCTION OF THE HAPPY CANYON CREEK PEDESTRIAN BRIDGE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Lone Tree, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Douglas County and Tall Tales Ranch entered into an American Rescue Plan Act (ARPA) Beneficiary Agreement on December 10, 2024, and amended on November 20, 2025 which provided financial support to the organization for the construction of affordable housing units for individuals with intellectual and developmental disabilities, \$196,000 of which may be expended by the County on pedestrian improvements in the immediate vicinity of the Tall Tales Ranch; and

WHEREAS, Douglas County and Tall Tales Ranch obtained a State of Colorado Strong Communities Infrastructure Grant in 2024, that will further support the affordable housing project with funding for water and wastewater connection fees; utility connection fees; and public infrastructure including the Happy Canyon Creek pedestrian bridge ("Bridge"), and certain trail improvements on the east and west ends of the Bridge ("Trail Improvements"); and

WHEREAS, the Bridge and Trail Improvements provide pedestrian access over Happy Canyon Creek between the City of Lone Tree's future High Note Regional Park, Tall Tales Ranch, the RTD RidgeGate Parkway light rail station and other surrounding points of interest; and

WHEREAS, the Bridge is wholly funded from state and Federal sources and Trail Improvements will be funded as a multi-jurisdictional partnership that includes financial contributions from, the City, and County as described herein;

WHEREAS, additional partnerships will include conveyance of land or easements from Parker Water and Sanitation District and the Schweiger Ranch Foundation, and

WHEREAS, ongoing maintenance of the Bridge and Trail Improvements are to be provided by South Suburban Parks and Recreation District; and

WHEREAS, the County and the City desire to cooperate in funding any remaining costs associated with the construction of the Trail Improvements; and

WHEREAS, the County and the City desire to memorialize their agreement concerning participation in the funding of the construction of the Trail Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. County Contribution to the Trail Improvements. The County will manage the Strong Communities Infrastructure Grant and construction of the Bridge and Trail Improvements, including acquisition

Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the City and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, council members, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the City.
9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
10. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.
11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
12. No Third-Party Beneficiaries. The 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 or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
14. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**

By: _____

George Teal, Chair

Attest:

By: _____

Name: _____

Deputy Clerk to the Board

Approved as to Fiscal Content:

Christie Guthrie, Director of Finance

Approved as to Legal Form:

Chris Pratt, Managing County Attorney

Approved as to Content:

Douglas J. Debord, County Manager

CITY OF LONE TREE, COLORADO

By: _____
Seth Hoffman, City Manager

Date of execution: _____

ATTEST:

APPROVED AS TO FORM:
(excluding exhibits)

By: _____
Ahnjoulie DeBoyes, City Clerk

By: _____
Linda Michow, City Attorney