

**INTERGOVERNMENTAL AGREEMENT**  
**CONCERNING SAFE ROUTES TO SCHOOL TRAIL SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 24<sup>th</sup> day of January, 2024, by and between the Woodmoor Water and Sanitation District No.1, a political subdivision of the State of Colorado ("WWSD") and Lewis-Palmer School District #38, a public school district and political subdivision of the State of Colorado ("LPSD") (collectively the "Parties" and singularly a "Party").

**RECITALS**

WHEREAS, under C.R.S. §29-1-203, governments may contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, LPSD has obtained a Safe Routes to School Grant from the United States Department of Transportation to encourage walking to school along safe pathways; and

WHEREAS, LPSD intends to use the grant funds to develop a trail for walkers in the vicinity of the Lewis-Palmer School District #38 campuses (the "Trail"); and

WHEREAS, WWSD owns property that the District uses as a maintenance road to service its earthen dam retaining Lake Woodmoor, a "Class 1 Dam", which maintenance road WWSD does not maintain for purposes other than facilitating access for maintenance vehicles (the "Maintenance Road"); and

WHEREAS, LPSD desires to incorporate a portion of the Maintenance Road in the Trail as more specifically described in the attached **Exhibit A** (the "Premises"); and

WHEREAS, WWSD, subject to the terms and conditions contained herein is willing to grant permission for LPSD to incorporate a portion of the Maintenance Road route the Trail across the Premises, provided that the District accept no liability for ownership or maintenance of the Trail and the Parties acknowledge that the District is not responsible for the maintenance of the Trail; and

WHEREAS, the Trail will benefit the community the entities serve and provide an established path for walkers between school and community locations; and

WHEREAS, it has been found to be mutually beneficial for the Water District and the School District to define each parties' respective responsibilities in relation to the Trail.

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1) paid by LPSD to WWSD, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **SECTION 1. THE LICENSE**

WWSD hereby grants to LPSD a license to occupy and use the Premises for the purpose set forth in Section 2 herein.

## **SECTION 2. TERMS OF AGREEMENT**

A. The Premises may be used and occupied by LPSD for the sole and exclusive purpose of a trail for pedestrians and bicyclists.

B. No asphalt crusher fines or other material shall be applied to the surface of the Premises. No alteration of the surface of the Premises shall be done without WWSD's prior approval, in its sole discretion.

D. LPSD shall install "trail head" type signage near the location where the Trail enters the Premises at the Premises' northwesterly boundary. Such signage, at a minimum shall depict the route of the Trail and rules of trail use across the Premises to include but not be limited to the following:

- \* Pedestrians allowed
- \* Bicycles allowed; Electronic bikes prohibited.
- \* Motorized vehicles of any kind prohibited
- \* All trail users must stay on the designated trail
- \* No littering

Other rules and information may be displayed on the signage with the approval of WWSD. In addition, at no expense or cost to the WWSD, LPSD shall install two (2) "double-leaf" vehicle access gates and a fence (no less than 36 inches and no more than 6 feet in height), all constructed of low maintenance non-wood (i.e. vinyl, steel, wrought iron, etc.) materials at the north and south locations of the upper dam road and along the Trail's western edge as depicted in Exhibit A which, upon completion shall be conveyed to WWSD. LPSD shall be responsible for maintenance and upkeep of the trail head sign, WWSD shall be responsible for the maintenance and upkeep of the fence and gates, however, WWSD may at any time remove and discard them at its sole discretion.

E. LPSD acknowledges that the Lake Woodmoor dam is classified as a High Hazard Dam and as such, loss of life is expected in the event of a dam failure.

F. Except as expressly set forth in this Agreement, it is understood and agreed that WWSD is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, any warranties or representations as to fitness for a particular purpose. LPSD shall accept the Premises "as is, where is, with all faults."

G. WWSD reserves the right to condition the use of the Premises upon the execution of a separate agreement to address the design, construction, construction schedule and use of a bridge

LPSD intends to build over the Lake Woodmoor dam spillway, including but not limited to a lease or license agreement.

**SECTION 3. TERMINATION**

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Premises shall be returned to their original condition if determined necessary by WWSD.

**SECTION 4. DAMAGE TO PROPERTY**

LPSD shall be responsible for all damage to the Premises arising out of or resulting from the use of the Premises by LPSD, its agents, employees, visitors, patrons and invitees. No later than five (5) business days after issuance by WWSD of notice to LPSD, LPSD's Superintendent or Superintendent's designee shall meet with WWSD's District Manager to develop a scope of work and schedule for correcting and repairing the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by WWSD.

**SECTION 5. INDEMNIFICATION**

To the extent permitted by law, each Party hereby expressly agrees to defend, indemnify, and hold harmless the other Party, its officers, and employees against any liability, loss, injury, death or damage that arises out of or is caused by any willful or negligent act or omission of the Party, its officers, agents, employees or contractors in connection with the Party's use of the Premises or this Agreement.

**SECTION 6. INSURANCE**

LPSD agrees to procure an insurance policy which includes and covers the Premises that is the subject of this Agreement, and to name WWSD as an additional insured thereon. LPSD and its contractors, subcontractor, agents and employees shall carry Comprehensive General Liability insurance with minimum combined single limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. A Certificate of Insurance showing WWSD as an additional insured thereon shall be provided to WWSD within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

**SECTION 7. NOTICES**

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To WWSD: Woodmoor Water and Sanitation District No.1, Colorado  
Attn: Jessie Shaffer, District Manager  
1845 Woodmoor Drive  
Monument, CO 80132

To LPSD: LPSD  
Attn: Superintendent of Schools  
Lewis Palmer School District  
P.O. Box 40  
Monument, CO 80132

#### **SECTION 8. MISCELLANEOUS**

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. No Waiver of Immunity. Nothing in this Agreement or in any actions taken by WWSD pursuant to this Agreement shall be deemed or construed to waive any of the protections afforded to WWSD by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes or any other Law.

C. Non-Appropriation. It is the intent of both Parties that no provision of this Agreement shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of either Party within the meaning of any constitutional, home rule Charter, or statutory debt limitation, or as pledging or creating a lien on any class or source of Authority or WWSD moneys. Each Party's respective obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then current fiscal year. Subject to annual appropriation by each Party, the Agreement shall continue, unless terminated by mutual written consent of the Parties.

D. No Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations

and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

E. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

G. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

H. Assignment. LPSD may not assign or transfer this Agreement, except upon the express written authorization of WWSD.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

**WOODMOOR WATER AND  
SANITATION DISTRICT NO.1**

By:   
Barrie Town, President  
**BRIAN BUSH**

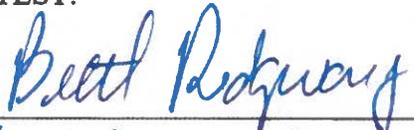
ATTEST:

  
Secretary

**LEWIS-PALMER SCHOOL DISTRICT**

By:   
Superintendent

ATTEST:

  
Chief Business Officer

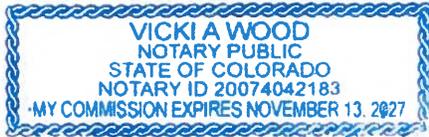
STATE OF COLORADO )  
 ) ss.  
COUNTY OF EL PASO )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 24<sup>th</sup> day of January, 2027, by K.C. Somers & Brett Ridgway as the 24 of the Lewis-Palmer School District.

My commission expires: Nov. 13, 2027

(SEAL)

Vicki A. Wood  
Notary Public



**EXHIBIT A**



APPROX.

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