Study Session
January 7, 2020

The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners’ Office or through the County’s web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under “Committee Updates” to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners’ Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com

Study Session Topics

11:00 A.M.  Administrative Meeting - Director Expectation Agenda Setting (WHR)
Dusty Sash, Total Compensation Manager, Human Resources

Break

1:00 P.M.  *Joint Project Request - High Plains Trail Bridge And Trailhead Design (WHR)
Discussion of a request for direction on a proposal from Arapahoe Park and Recreation District for funding for the High Plains Trail Bridge and Trailhead Design project for $209,962

Request: Information/Direction

Sandra Bottoms, Grants Program Specialist, Open Spaces
Shannon Carter, Director, Open Spaces and Intergovernmental Relations
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

BSR HIGH PLAINS TRAIL BRIDGE AND TRAILHEAD DESIGN JP REQUEST.PDF

1:30 P.M.  *Larimer County Intergovernmental Agreement For Damage Assessment And Personnel Resources (WHR)
Discussion of a request from the Assessor’s Office to present the Larimer County Intergovernmental Agreement (IGA) to see if it would benefit both Arapahoe and Larimer County

Request: Information/Direction
Kathleen Conti, District 1
Nancy Sharpe, District 2
Jeff Baker, Chair, District 3
Nancy Jackson, Chair Pro Tem, District 4
Bill Holen, District 5

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  Request: Information/Direction
  Michael Williams, Residential Appraiser Supervisor and Damage Assessment Director, Assessor's Office
  PK Kaiser, Assessor
  Todd Weaver, Budget Manager, Finance

  * To Be Recorded As Required By Law

  WHR - West Hearing Room

Documents:
BSR_LARIMER_COUNTY_IGA_DAMAGE_ASSESSMENT_STUDY_SESSION_20200107.DOC
DAMAGE ASSESSMENT MULTI-COUNTY IGA V.1 DRAFT 9.19.2019.DOCX

Arapahoe County is committed to making its public meetings accessible to persons with disabilities.
Assisted listening devices are available. Ask any staff member and we will provide one for you.
If you need special accommodations, contact the Commissioners’ Office at 303-795-4630 or Relay Colorado 711.
Please contact our office at least 3 days in advance to make arrangements.
Board Summary Report

Date: January 7, 2020

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces and Intergovernmental Relations Director

From: Sandy Bottoms, Grants and Acquisitions Administrator

Subject: Joint Project Request: High Plains Trail Bridge and Trailhead Design

Direction/Information
To provide information and seek direction on a proposal from Arapahoe Park and Recreation District requesting funding for the High Plains Trail Bridge and Trailhead Design project.

Request and Recommendation
The recommendation from Open Spaces staff and the Open Space and Trails Advisory Board (OSTAB) to the Board of County Commissioners (BOCC) is to approve the funding request from Arapahoe Park and Recreation District for $209,962 towards the High Plains Trail Bridge and Trailhead Design project as is further described below.

Background
Since 2016, Arapahoe County and the East Metro Working Group have been working with the E-470 Public Highway Authority (“Highway Authority”) to coordinate the development of what is now called the High Plains Trail in conjunction with the Highway Authority’s E-470 road widening project. The first phase of the High Plains Trail construction, from Ireland Way to Quincy Avenue (5.5 miles), was completed in 2018. The Highway Authority is currently working to continue its road widening and trail construction project to the north, from Quincy Avenue to 6th Avenue/Stephen D. Hogan Parkway (~6 miles). The Highway Authority is providing project management for both the road and trail construction and plans to complete the second phase by the end of 2020. When complete, approximately 11 miles of the High Plains Trail will pass through unincorporated Arapahoe County and the City of Aurora.

During discussions with the Highway Authority about the second phase of trail construction, Arapahoe County and the East Metro Working Group identified two opportunities:

1) to route the trail through APRD’s Country Park (located along the west side of E-470) for approximately one mile between Quincy Avenue and Hampden Avenue. This alignment would pull the trail away from the Highway Authority’s multiuse easement along E-470, providing distance from the highway and an improved experience for trail users.

2) to construct a trailhead at Country Park. Currently, no major trailheads exist along the length of the High Plains Trail, and a trailhead at this location would provide a regional hub connecting people not only to the High Plains Trail but also to the Harvest Trail, Copperleaf Trails, Arapahoe County Fairgrounds, and Aurora Reservoir.
Links to Align Arapahoe

- Increase Intergovernmental Cooperation
- Increase Community and Regional Partnerships
- Improve Park, Trail, and Open Space Opportunities
- Optimize Use of Resources
- Enhance Quality of Life

Discussion
The Highway Authority has funded the vast majority of High Plains Trail construction to date and intends to continue this funding for the second phase of the trail, including the preferred trail alignment through Country Park as described above. However, since this alignment requires a pedestrian bridge to span East Toll Gate Creek, the Highway Authority requested funding assistance for that element of the project.

APRD has already paid the Highway Authority in full for the cost of the bridge ($209,962) to ensure timely completion. With this proposal, APRD requests that the County reimburse $109,962 (52% of the cost of the bridge). Additionally, APRD requests $100,000 in joint project funding to complete the design, engineering, construction drawings, and permitting of a new trailhead to be located at the southeast corner of Country Park. APRD and County staff anticipate that this investment will bring the trailhead project to “shovel-ready” status.

Open Spaces staff has been in discussions with APRD and the East Metro Working Group about both the bridge and trailhead design for more than a year, and strongly supports both elements of this proposal. This project will provide an improved recreational experience for High Plains Trail users through Country Park and also lay the groundwork for a new regional trailhead that facilitates access to the east metro trail network. County funding for this project will come from the BoCC’s $5 million pledge to the East Metro Working Group. Approximately $1.5 million will remain in the pledge after this expenditure.

Total funding recommended to achieve both goals is $209,962 in Open Space Acquisition and Development funding, matched with $100,000 from APRD for a total project cost of $309,962. Investments from the County and APRD are further leveraged with the Highway Authority’s investment of roughly $3 million to design and construct the second phase of the High Plains Trail through Arapahoe County.

Alternatives
Approve, modify, or deny the funding request.

Fiscal Impact
$209,962 of Joint Project funding from the Open Space Acquisition and Development Fund pledged to the East Metro Working Group is recommended for this project. The fund balance exceeds this amount. Approximately $1.5 million will remain in the East Metro Working Group pledge after this expenditure.

Concurrence
On October 28, 2019, the Open Space and Trails Advisory Board recommended this project to the BOCC for funding (see attached).

Attorney Comments
None
Reviewed By
Sandy Bottoms, Grants and Acquisitions Administrator
Shannon Carter, Open Spaces and Intergovernmental Relations Director
Tiffanie Bleau, Assistant County Attorney
Janet Kennedy, Finance Director

Attachments
OSTAB Recommendation
Country Park map
Joint Project Application – High Plains Trail Bridge and Trailhead Planning at Country Park
OSTAB Recommendation

Date: October 28, 2019

To: Board of County Commissioners

From: Open Space and Trails Advisory Board (OSTAB)

Subject: Joint Project Request: High Plains Trail Bridge and Trailhead Design

OSTAB Recommendation: I move that OSTAB recommends to the BoCC approval of up to $209,962 of Open Space Acquisition & Development funds for the construction of a pedestrian bridge and design of a trailhead at Country Park to support the High Plains Trail.

Motion by: Russell Stewart

Seconded by: Dala Giffin

Vote: _5_ Yes

_0_ No

_1_ Absent and Excused

_0_ Abstain
High Plains Trail Bridge and Trailhead Planning at Country Park

Joint Project Application

Arapahoe Park and Recreation District

Mr Lynn Cornell
16799 E. Lake Ave.
Centennial, CO 80016
lynnkor@aprd.org
O: 303-269-8412
M: 303-902-0246
Application Form

Application Summary

Grant Category*
Select One:
  Joint Project

Primary Contact Information*
Please provide information for the primary contact for this project in the following format.

Agency:
Name: Lynn Cornell
Title: District Manager
Telephone: 303-269-8412 (Ofc), 303-902-0246 (Cell)
Email: lynncor@aprd.org

Project Type*
Select One:
- **Trail Project**: Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project**: New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- **Acquisition Project**: Eligible projects include fee simple acquisition of land for public open space or trails; acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- **Other Project**: Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Trail Project

Project Title*
High Plains Trail Bridge and Trailhead Planning at Country Park
Project Address
None

Project Location*
Select all that apply:
  Unincorporated Arapahoe County

GPS Coordinates (Latitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Latitude: 39.577303
  39.639086

GPS Coordinates (Longitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Longitude: -104.828850
  -104.720518

Grant Request Amount*
$209,961.56

Cash Match Amount*
$100,000.00

Total Project Amount*
Total project amount includes grant request and cash match only. Please do not include in-kind match.
$309,961.56

Cash Match Percentage*
Calculate cash match as % of total project cost.
32
Project Partners
List partner agencies if applicable.

Arapahoe County

Executive Summary
Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

The Arapahoe Park and Recreation District (APRD) has been an active participant of the East Metro Working Group organized by Arapahoe County. Park district participation initially involved a connecting trail across APRD property in the Saddle Rock Ridge development to the newly constructed High Plains Trail (E470 Trail). Now that the widening of E470 and the continuation of the High Plains Trail is progressing north of Quincy Avenue, APRD is involved to the extent that the trail will cross APRD property known as Country Park (175 acres abutting the E470 ROW on the west side of E470 and bounded by Quincy Ave. on the south and Hampden Ave. on the north).

APRD has negotiated with the E470 Public Highway Authority to build this new one-mile section of the High Plains Trail in a manner that detours off of the E470 ROW area and dips down into the park property owned by APRD. By doing so, trail users will have a more pleasant user experience as they move away from the activity and noise of the highway. Instead they will meander through a more natural area that contains local wildlife, wetlands and stream flows. Future development of this park site will strive to maintain the passive recreation nature of the trail area.

The E470 Public Highway Authority has agreed to pay for the design, engineering, supervision/management and the construction of the trail with one exception. APRD has agreed to maintain the trail upon completion. The exception involves a bridge along the trail that will span an existing stream. Had the trail been constructed as originally intended, adjacent to the E470 highway, there would have been no need for a bridge. As such, APRD and Arapahoe County have agreed to fund the cost of the bridge. APRD and ACOS have discussed the bridge concept and associated costs on several occasions.

APRD has received and paid in full the $209,961.56 invoice from E470 for the cost of the bridge. Previously, APRD had committed to funding $100,000.00 of the bridge cost. Josh Tenneson of ACOS had advised that Arapahoe County would fund the remaining $109,961.56 of the bridge cost. Hence this request to Arapahoe County for reimbursement of $109,961.56 already paid by APRD.

APRD and Arapahoe County (Josh Tenneson of ACOS) had also discussed the need for a trailhead to be located at the southeast corner of the APRD Country Park property (E470 and Quincy Ave.). APRD had first began a feasibility study for a trailhead at this location in 2013. APRD and ACOS agree that a trailhead is needed in this location for not only the High Plains Trail but also for trail connectivity west and east (towards the Arapahoe County Fairgrounds). Using information provided by Arapahoe County concerning the development of the Arapahoe Road Trailhead at Cherry Creek (14460-15136 E. Arapahoe Rd.) APRD has begun to investigate the costs of developing a similar trailhead at Country Park. This would be an improvement to the original plans submitted by APRD and approved by Arapahoe County back in 2013. Josh Tenneson suggested that APRD request funding from Arapahoe County in the amount of $100,000 to be allocated to the design, engineering, construction drawings, submittals, approvals and permitting of this trailhead project. Based on the Arapahoe Road Trailhead at Cherry Creek costs, a rough estimate of the total cost of this Country Park trailhead would be $1.3 million. It is APRD’s understanding that APRD and Arapahoe County will work together along with the East Metro Working Group to fund the construction of this trailhead project.

Therefore, the total request for funding is $209,961.56. $109,961.56 for the bridge and $100,000 for the trailhead planning costs.
Attached with this application are the following:
E470 Invoice for the cost of the trail bridge at Country Park
IGA between APRD and the E470 Public Highway Authority
Access and Temporary Access Easements between APRD and the E470 Public Highway Authority
Initial Draft of Estimated costs to develop the Country Park Trailhead – March 2019

**Authorized Signature**

**Certification and Authorized Signature Form***
Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_CertificationandAuthorizedSignatureForm.pdf*

Applicant_CertificationandAuthorizedSignatureForm.pdf.pdf

**Project Timeline**

**Project Timeline Form***
Please attach completed Project Timeline Form as a PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_TimelineForm.pdf*

Applicant_TimelineForm.pdf.pdf

**Project Budget**

**Budget Forms***
Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_BudgetForms.pdf*

Applicant_BudgetForms.pdf
**Project Narrative**

**Question 1**
Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

Project goals are to fund a trail bridge that will allow for the extension of the E470 High Plains Trail north from Quincy Ave to Hampden Ave and to create a trailhead with parking, restrooms, shelter, lighting, bike repair station and way finding signage. Finished project will provide enhanced connectivity to existing trails; both local and regional and will provide an important connection to a regional trail system reaching out to the Arapahoe County Fairgrounds and hopefully beyond.

**Question 2**
Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.

The completed project will benefit all trail users, a variety of age groups and a broad cross section of trail user types.

**Question 3**
Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

The project is a large partnership between Arapahoe Park and Recreation District, Arapahoe County and the E470 Public Highway Authority. This particular project is a one mile portion of a much larger trail project. The advantage to both Arapahoe County and Arapahoe Park and Recreation District is that the E470 Public Highway Authority is funding virtually every aspect of the project with the exception of the cost of the trail bridge and the future cost of the trailhead construction. This results in significant savings to APRD for the trail construction.

**Question 4**
Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

The project is in process. Numerous meetings have been held between stakeholders. The E470 Public Highway Authority and their consultants/contractors have completed the planning and submittals for the trail project. APRD has paid the full invoice of $209,961.56 for the trail bridge. APRD has also negotiated and signed a project IGA as well as permanent and temporary easement agreements for the trail project.
Question 5*
Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

The E470 Public Highway Authority has indicated that they plan on having the entire E470 highway widening project and adjacent trail construction complete from Quincy Ave. to I70 by December of 2020.

Question 6*
Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.

The E470 Public Highway Authority and their consultants have handled the majority of the public outreach on this project. Arapahoe County has organized the East Metro Working Group, comprised of local government representatives, other public agencies, utilities, special districts, homeowner association representatives and interested private homeowners. The East Metro Working Group has met on a number of occasions to discuss the project, solicit input and distribute design and planning information. APRD is unaware of any opposition to the project.

Question 7*
How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.

100% is secured and has already been paid to the E70 Public Highway Authority.

Question 8*
Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

APRD is unaware of any historic or culturally sensitive values specific to the Country Park portion of the project. As described previously, the trail will meander through a passive open space area that offers scenic views, wildlife, wetlands and native vegetation.

Question 9*
Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

The site of both the trail and the trailhead is owned by the Arapahoe Park and Recreation District. The entire 175 acre parcel was acquired with the prior assistance of both an ACOS grant and a GOCO grant.
Question 10*
Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency’s budget.

The Arapahoe Park and Recreation District (APRD) will maintain both the trail and bridge located at Country Park. The Board of Directors of the Arapahoe Park and Recreation District annually budgets the anticipated costs of district maintenance plus a contingency to ensure that district assets, including trails such as the proposed High Plains Trail and Bridge at Country Park, are properly maintained. The Board of Directors of the Arapahoe Park and Recreation District acknowledges that the park district has been budgeting for and providing maintenance on trails similar to the High Plains Trail and Bridge at Country Park for many years. Trail maintenance is one of the most cost effective and affordable tasks provided by the park district. In general, the cost of trail maintenance is $1.50-$2.00 per linear foot per year.

Question 11*
If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

The E470 Public Highway Authority and their consulting engineers FHU (Felsburg, Holt & Ullevig) have worked diligently to insure that the bridge is ADA compliant.

Question 12*
If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.

The Arapahoe Park and Recreation District will use as many of the following opportunities as possible to inform citizens about the value of the Arapahoe County Open Space Tax Program.

1. Prominently post the construction site with a partnership sign using approved logos and a drawing of the improvements.
2. Press releases coordinated with the Communication Services Specialists for Arapahoe County.
3. Public ribbon cuttings with local HOA’s, partner government agency representatives and other agencies in attendance as invitees and/or guest speakers.
4. Invite local publications to attend grand openings so that they may write associated articles regarding new open space opportunities.
5. Properly post approved signage in highly visible locations as required by the grant process.
6. Offer to provide articles to local HOA newsletters referring to the new recreational amenity and the contribution of citizen tax dollars through the Arapahoe County Open Space Tax initiative.
7. Where appropriate plan community events that will showcase the new open space amenity and the partnerships and grant awards to amenity users.
**Acquisition Narrative: Complete This Section ONLY if Project Type is Acquisition**

Applications for acquisition projects must include a copy of the Title Commitment. Contact the title company early in the process since it may take some time to get the commitment. Please answer each question to the best of your knowledge, and contact staff if you have any questions or concerns.

**Question 1: Transaction Details**

a. What type of property interest will you acquire (fee simple, trail easement, conservation easement, etc.)?

b. Describe the property as it is now, including the number of acres, key features, zoning, and current uses. Discuss planned uses of the property, including any proposed amenities. What makes this property ideal for the proposed uses and amenities? Do current or proposed uses of neighboring properties negatively impact any proposed recreational development or conservation values on the site?

c. Discuss connectivity to local and regional parks and trail systems.

d. Describe the structure of the transaction. What is the status of the acquisition or negotiations with the landowner? When do you anticipate closing on the property?

e. What is the appraised or estimated full fair market value of the property? If no appraisal has been done but a purchase price has been determined, how did you arrive at your estimate of value? Include a copy of the appraisal in the Attachments section.

**Question 2: Encumbrances**

a. Disclose any known encumbrances on the property. For example, include information on mortgages, utility easements, agricultural or other leases, or liens.

b. Are there any access easements on the property? If so, where are they located and to which neighboring properties do they provide access?

c. Are there any existing or potential boundary disputes with neighbors? Include a site map in the Attachments section with the locations of any easements or boundary disputes clearly labeled.

**Question 3: Environmental Hazards**

a. Describe all known historic uses of the property and any hazardous conditions that may exist.

b. Has a hazardous materials assessment been performed? If so, what were the results? What actions were recommended and what remedial activities have occurred?

**Question 4: Mineral Rights**

a. Have any mineral rights been severed from the surface fee title to the property, including sand and gravel, oil and gas, and other mineral rights? If yes, describe the severed rights and identify who currently owns the rights, if current ownership is known. If no, skip to question 4.b.

i. Will these rights be acquired or otherwise controlled or restricted when the property interest is acquired?

ii. Has a professional geologist issued a mineral statement about the possibility of extracting minerals, and if so, what were the results of that opinion?
b. Are there any active mining permits or leases on the property?

c. Is mineral development currently occurring on the property? If so, what kind? Include a site map in the Attachments section with the locations of any ongoing mineral development clearly labeled.

**Question 5: Experience**

Describe the applicant’s experience with and/or any consultations you have had with outside experts, other communities, or knowledgeable individuals about completing this type of acquisition. Who, if anyone, will assist with this transaction and how?

**Question 6: Conservation Values**

If this is a conservation easement acquisition project, describe the conservation values and public benefits of the project.

**Attachments**

**Attachment 1: Evidence of Support from Highest Authority**

Please attach evidence of support from highest authority (official letter or resolution) as a PDF document – including commitment to complete and maintain the project; statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed); acknowledgment of responsibility for cost overruns; identification of authorized signatory for grant agreement and reports; and certification that the project will be open to the public or serve a public purpose upon completion.

Please name your file as follows: Applicant_SupportfromHighestAuthority.pdf

**Attachment 2: Evidence of Community Support**

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: Applicant_CommunitySupport.pdf

**Attachment 3: Documentation of Opposition**

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: Applicant_Opposition.pdf

**Attachment 4: Evidence of Commitment from Project Partners**

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.
Please name your file as follows: Applicant_PartnerCommitments.pdf

**Attachment 5: Primary Project Photo**
Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: Applicant_PrimaryPhoto.jpg

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Applicant_PrimaryPhoto.jpg
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**Attachment 6: Photos**
Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: Applicant_Photos.pdf

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Applicant_Photos.pdf
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**Attachment 7: Maps**
Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: Applicant_Maps.pdf

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Applicant_Maps.pdf
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**Attachment 8: Other Attachments**
Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: Applicant_OtherAttachments.pdf

```
Applicant_OtherAttachments.pdf
```

**Confirmation**
Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

```
I agree
```

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* Required
File Attachment Summary

Applicant File Uploads

- Applicant_CertificationandAuthorizedSignatureForm.pdf.pdf
- Applicant_TimelineForm.pdf.pdf
- Applicant_BudgetForms.pdf
- Applicant_SupportfromHighestAuthority.pdf
- Applicant_PrimaryPhoto.jpg
- Applicant_Maps.pdf
- Applicant_OtherAttachments.pdf
Certification and Authorized Signature Form

Please attach this form to grant applications and reports submitted through the Arapahoe County Open Spaces Online Grant Portal.

I certify that the information included in this submission is true to the best of my knowledge and that I am authorized to sign on behalf of the applicant.

Authorized Signature (highest authority in agency or authorized individual)  10-20-19

Lynn H. Cornell, District Manager
Printed Name and Title
# Project Schedule

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
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<td>6/28/18</td>
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<td>Documentation</td>
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<td><strong>PROJECT DELIVERY METHODOLOGY DEFINED</strong></td>
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<td>Research and Organization</td>
<td>7.5 weeks</td>
<td>5/15/18</td>
<td>6/22/18</td>
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<td>5/15/18</td>
<td>5/22/18</td>
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<td>Documentation</td>
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<td>5/15/18</td>
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<td>6/1/18</td>
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<td>Preliminary Plan Review Meeting</td>
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<td>Final Plan Review and Comment</td>
<td>2.0 days</td>
<td>6/1/18</td>
<td>6/3/18</td>
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<td>Final Plan Review Meeting</td>
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<td>CODOT Noise Emission Permit</td>
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<td>CODOT Air Pollutant Emission Notice</td>
<td>6.0 days</td>
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<td>FEMAP/DCFO CLOMR</td>
<td>36.0 days</td>
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<td>Arapahoe County ROW Use Permit</td>
<td>36.0 days</td>
<td>4/21/18</td>
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<td>SEMSWA Floodplain Development Permit</td>
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<td>4/21/18</td>
<td>6/6/18</td>
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<tr>
<td>SEMSWA GESIC Permit</td>
<td>36.0 days</td>
<td>4/21/18</td>
<td>6/6/18</td>
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<td>Aurora Public Improvement/Street Occupancy Permit</td>
<td>36.0 days</td>
<td>4/21/18</td>
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<td>Aurora Floodplain Permit</td>
<td>36.0 days</td>
<td>4/21/18</td>
<td>6/6/18</td>
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</table>
October 20, 2019

RE: High Plains Trail Bridge and Trailhead Planning at Country Park
Budget Statement

Regarding the budget for the High Plains Trail Bridge at Country Park

The budget for the trail project is developed, maintained and supervised by the E470 Public Highway Authority. APRD has a single line item on the budget; $209,961.56 for the trail bridge. This line item amount was generated as the result of quote requests from E470 to bridge suppliers.

Regarding the budget for the planning costs for the Country Park Trailhead.

The $100,000 was an estimate suggested by Josh Tenneson. All expenses will be detailed and properly accounted for on a spreadsheet. Unused funds will be returned to Arapahoe County and/or used per the written direction of Arapahoe County.

Sincerely,

Lynn H. Cornell
District Manager
Arapahoe Park and Recreation District
October 20, 2019

In support of the Funding Application for an Arapahoe County Open Space, Parks and Trails 2019 Joint Project concerning the High Plains Trail Bridge and Trailhead Planning at Country Park.

The Arapahoe Park and Recreation District has requested funding in the amount of $209,961.56 from the Arapahoe County Open Space, Parks, and Trails Joint Project Program for this trail bridge project and trailhead planning project and hereby pledges the following:

Evidence of Commitment to Long-Term Maintenance

1. The Board of Directors of the Arapahoe Park and Recreation District annually contracts with an outside landscape contractor to maintain district assets per district maintenance specifications.

2. The Board of Directors of the Arapahoe Park and Recreation District annually budgets the anticipated costs of district maintenance plus a contingency to ensure that district assets, including trails such as the proposed High Plains Trail and Bridge at Country Park, are properly maintained.

3. The Board of Directors of the Arapahoe Park and Recreation District wishes to acknowledge that the park district has been budgeting for and providing maintenance on trails similar to the High Plains Trail and Bridge at Country Park for many years. Trail maintenance is one of the most cost effective and affordable tasks provided by the park district. In general, the cost of trail maintenance is $1.50-$2.00 per linear foot per year.

4. The Board of Directors of the Arapahoe Park and Recreation District has approved the 2019 budget. The approved budget calls for $1,123,000 of parks and trails maintenance. The Board of Directors of the Arapahoe Park and Recreation District will soon approve the 2020 district budget. The 2020 budget will include appropriate dollar amounts for any 2020 maintenance of the High Plains Trail and Bridge at Country Park.

Sincerely,

[Signature]

Lynn H. Cornell
District Manager
Arapahoe Park and Recreation District
<table>
<thead>
<tr>
<th>Customer ID</th>
<th>Customer P.O.</th>
<th>Payment Terms</th>
<th>Amount</th>
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<tr>
<td>APRD</td>
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<td>Net 30</td>
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</table>

**Description**

High Plains Trail Bridge IGA

**Subtotal**

$209,961.56

**Total Amount Due**

$209,961.56
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
E-470 PUBLIC HIGHWAY AUTHORITY
AND
ARAPAHOE PARK AND RECREATION DISTRICT
REGARDING HIGH PLAINS TRAIL IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ___ day of August, 2019, by and between the E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado (the “Authority”) and Arapahoe Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Authority and the District may be collectively referred to herein as “the parties” or individually as a “party.”

RECITALS

WHEREAS, the Authority was created and organized pursuant to Sections 43-4-501 et seq., C.R.S (the “Act”), for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“E-470”), and in this regard, to carry out all or any part of those functions or activities permitted by the Act and the Authority’s establishing contract; and

WHEREAS, the District was created and organized pursuant to Sections 32-1-101 et seq., C.R.S. for planning, acquiring, developing, maintaining and programming parks, open space, trails and recreational amenities for the residents of the District and the public generally; and

WHEREAS, pursuant to Sections 29-1-201, et seq., C.R.S., the parties are authorized to cooperate and contract with one another with respect to functions lawfully authorized to each of the parties, and the people of the State of Colorado have encouraged such cooperation in contracting through the adoption of Colorado Constitution Article XIV(18)(2)(a); and

WHEREAS, E-470 is located within a three hundred foot (300’) wide right-of-way owned in fee by the Authority (the “ROW”) and is abutted on both sides, in most areas, by a seventy-five foot (75’) multi-use easement owned by the Authority (“Multi-Use Easement” or “MUE”); and

WHEREAS, the Authority has begun construction of a public recreational trail within the MUE known as the High Plains Trail, and, to date, the Authority has constructed portions of the High Plains Trail in the MUE from Quincy Road south to S. Ireland Way (the “Existing High Plains Trail”); and

WHEREAS, the Authority is widening E-470 from Quincy Road to Interstate 70 (the “Widening Project”); and

WHEREAS, during the Widening Project, the Authority is extending the Existing High Plains Trail continuing within the MUE from Quincy Road north to Stephen D. Hogan Parkway (the “High Plains Trail Extension”); and
WHEREAS, the District owns certain property located immediately adjacent to the Authority's MUE, which real property is designated as open space (the “District Property”); and

WHEREAS, the District desires that the Authority construct the High Plains Trail on the District Property due to the benefit that the recreational trail improvements will provide to residents of Arapahoe County; and

WHEREAS, the Authority has agreed to alter the original proposed alignment of the High Plains Trail Extension to cross the District Property as depicted in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the proposed alignment of the High Plains Trail Extension to cross the District Property requires the construction of a bridge to allow pedestrian crossing of the East Toll Gate Creek (the “Bridge”) as depicted in Exhibit A; and

WHEREAS, the District has agreed to contribute the funds necessary for the design and construction of the Bridge to accommodate the alignment of the High Plains Trail Extension across the District Property; and

WHEREAS, the Authority is willing to construct the High Plains Trail on the District Property instead of within the MUE in exchange for the District’s contribution to the cost of the Bridge and in consideration of the District granting the Authority the right to permanently place surplus fill material on the District Property and have a right of permanent access across the District Property; and

WHEREAS, the Authority and District wish to set forth the specific terms of their agreement regarding the matters contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

1. Design and Construction of the Trail.

   A. The Authority will undertake the design and construction of a portion of the High Plains Trail Extension, including the Bridge, within the boundaries of the District Property (the "District Trail Improvements"), as depicted on Exhibit A, as part of the Widening Project. The Authority shall be solely responsible for contracting for the design and construction of the District Trail Improvements, including but not limited to, soliciting and managing contractors and construction, overseeing and coordinating any warranty work, and obtaining all necessary permits
(federal, state, and local), consents and approval for construction, in accordance with the Authority approved plans. All costs associated with the design and construction of the District Trail Improvements shall be the sole responsibility of the Authority, subject to the District's contribution as set forth in Section 2 below. The design and construction of the District Trail Improvements shall conform to the Authority's design and construction standards, and the District shall have the right to review plans and specifications for the District Trail Improvements, comment on the same, and have those comments considered by the Authority prior to the award of a contract for the construction thereof. The Authority retains sole authority to approve or disapprove the design and all plans for the District Trail Improvements.

2. **District Contribution to the Authority.**

   A. The District agrees to pay to the Authority the estimated design and construction costs for the Bridge in the amount of Two Hundred Nine Thousand Nine Hundred Sixty One and 56/100s Dollars ($209,961.56) (the “Contribution”), as set forth on Exhibit B attached hereto and incorporated herein by reference.

   B. The District shall pay the Contribution to the Authority no later than thirty (30) days after the approval of this Agreement by both the Authority and the District’s Board of Directors.

   C. The Authority and the District agree and acknowledge that the Contribution as set forth on Exhibit B is an estimate of the construction cost of the Bridge based on the total estimated construction costs for the High Plains Trail Extension. Should the actual cost attributable to the construction of the Bridge exceed the total estimated construction costs as set forth on Exhibit B, the District agrees to pay or reimburse the Authority the corresponding amount of the total actual costs attributable to and reasonably incurred by the Authority for the construction of the Bridge that are in excess of the Contribution (the “Additional Costs”). The District shall, subject to appropriation, pay the Authority the Additional Costs within thirty (30) business days of the Authority sending written notice to the District.

3. **Ownership of District Trail Improvements.** Upon final acceptance of the District Trail Improvements by the Authority and the District, the District Trail Improvements shall be the sole property of the District.

4. **Maintenance of the District Trail Improvements.** Following construction of the District Trail Improvements and final acceptance by the Authority and the District, the District shall assume, at its sole cost and expense, the responsibility for the operation and maintenance of the District Trail Improvements. All maintenance, repair, replacement and improvements to the District Trail Improvements shall be subject to and shall be determined, from time to time, by the District, in its sole discretion. The Parties agree that the High Plains Trail provides a regional benefit to the public. The District agrees to allow the Authority access in, to, through, over and across the District Trail Improvements for maintenance of the adjacent Authority owned portions of the High Plains Trail as set forth in Section 5 below, provided the Authority shall restore or repair any damage caused to the District Trail Improvements arising from, or as the result of the Authorities exercise of its access rights herein contained.
5. **District Easement Obligations.** Simultaneously with the execution of this Agreement, the District shall grant to the Authority that Temporary Construction Easement attached hereto and incorporated herein by this reference as Exhibit C (the “Temporary Construction Easement”) for the construction of the District Trail Improvements and for the permanent placement of surplus fill material to complete an earthen berm in connection with the construction of the District Trail Improvements and that Permanent Access Easement attached hereto and incorporated herein by this reference as Exhibit D (the “Access Easement Agreement”) for providing the Authority with an access way across the District Trail Improvements to the adjacent Authority owned property to operate, maintain and use the High Plains Trail Extension owned by the Authority.

6. **Insurance.** The Authority shall require that the contractor constructing the District Trail Improvements obtain and maintain insurance during construction in amounts satisfactory to the Authority. The District and its respective directors, officers, employees, and agents shall be named as additional insureds with respect to the District Trail Improvements by both the Authority and the contractor performing the construction of the District Trail Improvements.

7. **Miscellaneous.**

   A. **No Partnership or Agency.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the District nor the Authority shall be deemed or constitute a partner, joint venture participant, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

   B. **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.

   C. **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, District or their respective officials, employees, contractors or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority and District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

   D. **Annual Appropriations.** The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties’ payment obligations hereunder are subject to annual appropriation. The Parties have appropriated sufficient funds for this Agreement for the current fiscal year.

   E. **Payment of Tolls.** The District understands and agrees that the District, its subcontractors, vendors and employees shall pay all tolls incurred by them during the term of this Agreement.

   F. **Assignment.** The District may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority, which shall not be unreasonably withheld,
conditioned or delayed. The Authority, upon thirty (30) days prior notice to the District, may assign its rights or delegate its duties hereunder without the prior written consent of the District.

G. **Notices.** Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

**If to the District:**
Arapahoe Parks and Recreation District  
Attn: Lynn Cornell  
16799 E. Lake Avenue  
Centennial, CO 80116

**If to the Authority:**
E-470 Public Highway Authority  
Attention: Executive Director  
22470 East 6th Parkway  
Aurora, Colorado 80018

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

H. **Headings.** The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. **Controlling Law and Venue.** The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado. This Agreement, its validity, construction, enforcement, and performance shall be governed in all respects by the laws of the State of Colorado.

J. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. **Further Assurances.** The Parties shall execute such additional documents or instruments and shall take such action as may be reasonably necessary or required to carry out the terms and provisions of this Agreement.

L. **Term.** This Agreement terminates upon construction of the District Trail Improvements and final acceptance of same by the Authority and the District.

M. **Binding Contract.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties.
N. **Entire Contract.** This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

O. **Contract Modification.** This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

P. **Severability.** The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

Q. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

E-470 PUBLIC HIGHWAY AUTHORITY

By: Tim Stewart
Its: Executive Director

STATE OF Colorado
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 9th day of May, 2019 by Tim Stewart as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: July 21, 2021

Notary Public

N. J. Thuro
Director of Engineering and Roadway Maintenance

J. E. Moore
Director of Finance

APPROVED AS TO FORM:
ICENOOGLE SEAVER POGUE
A Professional Corporation

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: July 11, 2019
ARAPAHOE PARK AND RECREATION DISTRICT

By: ____________________________
Title: __________________________

STATE OF Colorado )
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me this 30th day of
July, 2019 by Mark Bruton as President of Arapahoe Park and
Recreation District.

WITNESS my hand and official seal.

My commission expires: 4-14-21

___________________________
Michelle T. McGhee
Notary Public

APPROVED AS TO FORM:

__________________________________________

MICHELLE T. MCGHEE
Notary Public
State of Colorado
Notary ID # 20014010276
My Commission Expires 04-14-2021
ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the “Easement Agreement”) is made this day of __________, 20__ (the “Effective Date”), between Arapahoe Park and Recreation District (“Grantor”), whose address is 16799 E. Lake Avenue, Centennial, CO 80116, and E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado (“Grantee”), whose address is 6201 South Gun Club Road, Aurora, Colorado 80016. Grantor and Grantee may be individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the SE ¼ of Section 1, Township 5 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, (the “Grantor’s Property”); and

WHEREAS, Grantee is the owner of that certain real property located in the County of Arapahoe State of Colorado, which is adjacent to the Grantor’s Property (the “Grantee’s Property”); and

WHEREAS, Grantee intends to construct a recreational trail known as the High Plains Trail on the Grantee’s Property, and therefore desires an easement over, across, through and under a portion of Grantor’s Property for the purpose of access to the High Plains Trail for the benefit of the Grantee Property, as more particularly described herein.

WHEREAS, Grantor and Grantee have agreed that Grantor will convey such easement over, across, through and under a portion of Grantor’s Property.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, and Grantee hereby accepts a perpetual, non-exclusive easement pursuant to the following terms and conditions:

1. Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and permitted assigns a perpetual non-exclusive easement (the “Easement”) for a right of entry, access, ingress and egress, in, over, across and through a portion of the Grantor’s Property, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the area contained within the Easement being referred to herein as the “Easement Property”), by foot, motor vehicle or other means sufficient to provide access to the Grantee’s Property for surveying, constructing, installing, operating, using, maintaining, inspecting, repairing, altering, relocating, rebuilding, removing, reconstructing and replacing the Grantee’s High Plains Trail located on the Grantee’s Property (the “Improvements”).

2. Grantee, its employees, agents, contractors, licensees, representatives, successors and permitted assigns shall have and exercise the right of ingress and egress in, to, over, through, and across the Easement Property for surveying, constructing, installing, operating, using, maintaining, inspecting, repairing, altering, relocating, rebuilding, removing, reconstructing and replacing the Improvements.

3. Grantor shall not construct or place any structure, improvement or building, fencing, street light, power pole, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement Property without Grantee’s consent, which shall not be unreasonably withheld, conditioned or delayed. Grantor may plant grass and sod on the Easement Property. Any structure, building, street light, power pole, fence, mailbox or signage, whether temporary or permanent, located on the Easement Property or any shrub, tree,
woody plant, nursery stock, garden or other landscaping design feature located on the Easement Property may be removed by Grantee at any time without liability for damages arising therefrom.

4. Grantor, at Grantor’s expense, shall be solely responsible for the maintenance of the surface of the Easement Property, unless the surface is damaged or disturbed by Grantee or anyone acting by, through, or under Grantee in which case the Grantee shall restore or repair the surface of the Easement Property to the condition that existed immediately prior to such damage or disturbance.

5. Grantor retains the right to the use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair any right of the Grantee herein contained and except as herein otherwise provided.

6. Grantor covenants and warrants that the Grantee shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete, and undisturbed enjoyment of the rights granted to Grantee.

7. Grantee shall have and may properly exercise rights in the Easement Property in order to ensure to Grantee the exercise of Grantee’s functions authorized herein. Grantee’s use of the Easement Property, however, shall not be exclusive, and Grantor and Grantor’s successors, assigns, guests, contractors, and invitees shall have an equal right to the use of the Easement Property for all the same purposes and to the same extent as herein granted to Grantee, or for any other purpose, and to the fullest extent permitted by law, but without interference with Grantee’s use thereof.

8. This Easement Agreement shall commence upon execution hereof by both the Grantor and the Grantee and the Easement shall run with the land and continue in full force and effect in perpetuity unless and until terminated by a duly recorded instrument, executed and acknowledged by the then owner of the Grantor Property and the then owner of the Grantee Property on the date of such recordation.

9. This grant of Easement is made by the Grantor without warranty of title and is subject to any and all prior liens, encumbrances, easements, restrictions, reservations, and rights of way which may affect the Easement Property. Further, Grantor makes no representations or warranties regarding the use of the Easement Property, hereby transferring to Grantee only such rights of use, if any, as Grantor itself may have, subject to Grantor’s continuing right to use the Easement Property concurrently with Grantee.

10. Each and every one of the benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Easement Property and are to run with the land until this Easement Agreement is abandoned or terminated pursuant to the terms set forth herein.

11. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

12. Nothing herein or any actions taken by the Grantee pursuant to this Easement Agreement shall be deemed a waiver of the Grantee’s sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes.

13. Unless special provisions are attached hereto, this Easement Agreement constitutes the whole agreement between the parties, and no additional or different oral representations, promises, or
agreements shall be binding on any of the parties hereto with respect to the subject matter of this instrument. This Easement Agreement may be modified or amended only by a written agreement between the parties.

14. The Grantee has the right and authority to assign this Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with the Easement as are granted to and accepted by Grantee under this Easement Agreement, upon Grantor's prior written consent which shall not be unreasonably withheld, conditioned, or delayed.

15. This Easement Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action, or other proceeding against the Grantor because of any breach of this Easement Agreement or because of any of the terms, covenants, agreements, or conditions herein contained.

16. The Grantee, shall, to the extent permitted by law, if any, and subject to all of the defenses, immunities, limitations and other protections afforded Grantee under the Colorado Governmental Immunity Act Section 24-10-101, C.R.S. et. seq., indemnify and hold harmless Grantor from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses, including reasonable attorneys' fees and liabilities of, by, or with respect to third-parties to the extent they arise from the negligent act of Grantee in exercising its rights under this Easement Agreement. Provided, however, the Grantee shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the Grantor, its directors, employees and agents.

17. This Easement Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the Parties have executed the Easement Agreement as of the date first set forth above.

GRANTOR:

ARAPAHOE PARK AND RECREATION DISTRICT

By:  
Mark Britton
Its:  
President

STATE OF COLORADO  )
COUNTY OF ARAPAHOE  )  ss.

The foregoing instrument was acknowledged before me this 30th day of 
July, 2019 by Mark Britton as President of the Arapahoe Park and Recreation District.

WITNESS my hand and official seal.

My commission expires:  
July 14, 2021

MICHELLE T. McGHEE
Notary Public
State of Colorado
Notary ID # 20014010276
My Commission Expires 04-14-2021
GRANTEE:

E-470 PUBLIC HIGHWAY AUTHORITY

By: Tim Stewart
Its: Executive Director

STATE OF Colorado
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 9th day of August, 2021 by Tim Stewart as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: July 21, 2021

Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY
EXHIBIT A
Permanent Access Easement Acquisition

TWO PERMANENT ACCESS EAESMENT SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

A 15.00 FEET WIDE STRIP OF LAND, BEGINNING AT THE INTERSECTION OF A NORTH AND WEST RIGHT-OF-WAY LINE OF PARCEL TK-71 OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEIPT NO. A6001152 IN THE ARAPAHOE COUNTY CLERK AND RECORDER’S OFFICE, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1, BEARS S83°33'26"E, 1188.81 FEET;

THENCE S89°26'16"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 15.23 FEET TO A LINE 15.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, SAID WEST RIGHT-OF-WAY LINE;

THENCE N10°29'01"W ALONG SAID PARALLEL LINE, 677.50 FEET;

THENCE N79°30'59"E, 15.00 FEET TO A CORNER ON SAID WEST RIGHT-OF-WAY LINE;

THENCE S10°29'01"E ALONG SAID WEST RIGHT-OF-WAY LINE, 680.12 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,182 SQUARE FEET OR 0.2337 ACRES, MORE OR LESS.

TOGETHER WITH A 10.00 FEET WIDE STRIP OF LAND, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1, WHENCE THE SOUTH 1/4 CORNER OF SAID SECTION 1 BEARS S89°26'14"W, A DISTANCE OF 2642.14 FEET;

THENCE N58°39'21"W, 1538.83 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE N10°41'48"W, 325.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 4505.01 FEET;

THENCE NORTHERLY, THROUGH A CENTRAL ANGLE OF 05°19'59", ALONG THE ARC OF SAID CURVE 419.33 FEET TO THE POINT OF TANGENCY;

THENCE N05°21'48"W, 143.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1005.00 FEET;

THENCE NORTHERLY, THROUGH A CENTRAL ANGLE OF 34°38'06", ALONG THE ARC OF SAID CURVE 607.52 FEET TO THE POINT OF TANGENCY;

THENCE N29°16'17"E, 153.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 995.00 FEET;
CONTINUED FROM PREVIOUS PAGE

THENCE NORTHERLY, THROUGH A CENTER ANGLE OF 50°24'29'', ALONG THE ARC OF SAID CURVE 875.39 FEET TO THE POINT OF TANGENCY;

THENCE N21°08'11''W, 223.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERY, HAVING A RADIUS OF 1005.00 FEET;

THENCE NORTHERLY, THROUGH A CENTRAL ANGLE OF 58°29'17'', ALONG THE ARC OF SAID CURVE 1025.92 FEET TO THE POINT OF TANGENCY;

THENCE N37°21'06''E, 25.54 FEET TO THE POINT OF TERMINATION BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID PARCEL TK-71, BEING ON A NON TANGENT CURVE CONCAVE WESSTERLY, HAVING A RADIUS OF 11,234.16 FEET, WHENCE THE INTERSECTION OF A SOUTH AND WEST RIGHT-OF-WAY LINE OF SAID PK-71 LIES NORTHERLY AN ARC LENGTH OF 655.99 FEET, HAVING A CHORD THAT BEARS N06°24'25''W, 655.90 FEET.

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT GRANTOR’S BOUNDARY LINES AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 37,982 SQUARE FEET OR 0.8719 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 48,164 SQUARE FEET OR 1.1057 ACRES, MORE OR LESS.

PREPARED BY FREDICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111
ILLUSTRATION FOR

EXHIBIT A

P.O.B. = POINT OF BEGINNING

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GS LAND POSITIONS ONLY.

E-470 HIGHWAY AUTHORITY
PARCEL TK-71
REC. NO. A6001152

15' WIDE PERMANENT ACCESS EASEMENT
10,182 SQ. FT.
0.2337 ACRES

OWNER:
ARAPAHOE PARK AND RECREATION DISTRICT

PID: 2073-01-1-00-008
REC. NO. 01025733

WEST RIGHT-OF-WAY LINE OF PARCEL TK-71

P.O.B.
RIGHT-OF-WAY CORNER FOR PARCEL TK-71 OF THE E-470 PUBLIC HIGHWAY AUTHORITY

SOUTHWEST CORNER SECTION 1

BASIS OF BEARINGS
SOUTH LINE SE 1/4 SECTION 1
S89°26'14"W 2642.14'

SOUTHEAST CORNER SECTION 1

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

E-470 HIGHWAY AUTHORITY
ARAPAHOE PARK AND RECREATION DISTRICT
PERMANENT ACCESS EASEMENT
EAST 1/2 OF SECTION 1, TOWNSHIP 5 SOUTH,
RANGE 66 WEST, 6TH P.M. ARAPAHOE COUNTY, CO

Project No: 0108741.01
Drawn by: JAN
Approved: FLE
Date: 07/01/2019
Revision: 3 OF 5
ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

SEE SHEET 5

10' WIDE PERMANENT ACCESS EASEMENT

N29°16'17"E 153.36'

R=1005.00'
L=607.52'
Δ=34°38'06"

P.O.B.

PC = POINT OF BEGINNING

PT = POINT OF TANGENCY

E-470 HIGHWAY AUTHORITY
PARCEL 1K-71
REC. NO. A600152

FOURTH CORNER SECTION

SOUTH 1/4 CORNER SECTION 1

SOUTH LINE SE 1/4 SECTION 1
589°26'14"W 2642.14'

QUINCY AVENUE

N10°41'48"W 325.93'

R=4505.01'
L=419.33'
Δ=5°19'59"

PC

N05°21'48"W 143.80'

P.O.B.

N05°38'21"W 153.83'

OWNER:
ARAPAHOE PARK AND RECREATION DISTRICT

PID: 2073-01-1-00-006
REC. NO. D1025733

Farnsworth GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

E-470 HIGHWAY AUTHORITY
ARAPAHOE PARK AND RECREATION DISTRICT
PERMANENT ACCESS EASEMENT
EAST 1/2 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 66 WEST, 6TH P.M. ARAPAHOE COUNTY, CO

Project No: 0180741.01
Drawn by: JAN
Approved: FLE
Date: 07/01/2019
Revised:

4 OF 5
ILLUSTRATION FOR

EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPict THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

EAST HAMPDEN AVENUE

WEST AND SOUTH RIGHT-OF-WAY LINE OF PARCEL TK-71
CORNER ON SOUTH & WEST RIGHT-OF-WAY LINE OF EAST PARCEL TK-71

10' WIDE PERMANENT ACCESS EASEMENT
37,982 SQ. FT.
0.8719 ACRES
OWNER:
ARAPAHOE PARK AND RECREATION DISTRICT
PID: 2373-01-1-00-008
REC. NO. D1025733

E-470 HIGHWAY AUTHORITY

PERMANENT ACCESS EASEMENT
EAST 1/2 OF SECTION 1, TOWNSHIP 5 SOUTH,
RANGE 66 WEST, 6TH P.M. ARAPAHOE COUNTY, CO

Farnsworth GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8638 / info@f-w.com

Project No: 0180741.01
Drawn by: JAN
Approved: FLE
Date: 07/01/2019
Revised: 5 OF 5
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Arapahoe Park and Recreation District, whose address is 16799 E. Lake Avenue, Centennial, CO 80116 ("Grantor"), hereby grants, bargains, sells and conveys to the E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado, whose address is 22470 East 6th Parkway, Aurora, Colorado 80018 (the "Authority"), its successors and permitted assigns, a temporary, non-exclusive construction easement ("Easement") in, to, through, over, under, and across certain real property located in Arapahoe County, Colorado, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference ("Temporary Easement Property").

The purpose of this Easement is for the Authority's construction and installation of the High Plains Trail improvements, facilities and appurtenances related thereto (the "Trail Improvements") and to allow the Authority to permanently place up to 100,000 cubic yards of surplus fill material for the purpose of completing an earthen berm adjacent to said Trail Improvements. Such Easement is granted by Grantor and accepted by the Authority pursuant to the following terms and conditions of this Temporary Construction Easement Agreement (the "Agreement"):  

1. The Authority and its agents, employees, contractors, and consultants, have the exclusive right to use and occupy the Temporary Easement Property for all purposes related to the construction and installation of the Trail Improvements including, but not limited to, the right to ingress and egress over, under, through and across the Temporary Easement Property for the purpose of exercising the rights herein acquired, and the right to occupy the Temporary Easement Property for the purpose of movement, storage and placement of construction equipment, materials, components, vehicles and personnel, for the stockpiling of up to 100,000 cubic yards of surplus fill material, soil and construction materials and components, and for the assembly and staging of the Trail Improvements pending the Authority's completion of the Trail Improvements, at which time either the Authority or its agents, employees, contractors and consultants may leave up to 100,000 cubic yards of the surplus fill material on the Temporary Easement Property and construct an earthen berm. Additionally, the Authority and its agents, employees, contractors, and consultants reserve the right to install temporary fencing on the Temporary Easement Property during the term of this Easement.

2. This Easement shall begin on the date of execution of this Agreement and shall expire and be of no further force or effect upon final completion of the installation and construction of the Trail Improvements.

3. During the term of this Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure or improvement within the Temporary Easement Property that would interfere with the Authority's full enjoyment of the rights herein granted.

4. The Authority shall have and exercise the right of subjacent and lateral support to the extent necessary for the installation and construction of the Trail Improvements. Grantor shall not take any action that would impair the lateral or subjacent support for the Trail Improvements.

5. Upon final completion of the installation and construction of the Trail Improvements, the Authority shall restore the surface and vegetation within the Temporary Easement Property to a condition comparable with its original condition, except as otherwise provided herein or as necessarily modified to accommodate the Trail Improvements. The Authority shall have no obligation to remove the surplus fill material from the Temporary Easement Property, which will be used to construct an earthen berm.
6. Grantor warrants that Grantor has full and lawful authority to make the grant herein above contained subject to easements, rights-of-way, reservations, and restrictions of record.

7. The Authority shall to the extent permitted by law, if any, and subject to all of the immunities, defenses, limitations, and protections afforded the Authority under the Colorado Governmental Immunity Act, Section 24-10-101 et. seq., C.R.S., indemnify and hold harmless Grantor from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses, including reasonable attorney fees, and liabilities of, by or with respect to third parties ("Claims") to the extent they arise from the negligent act of the Authority in exercising its rights under this Agreement; provided, however, that nothing herein contained shall require the Authority to indemnify the Grantor from any Claims of whatsoever kind or nature arising out of a failure of or defect in Grantor's title to the Temporary Easement Property and further, that the Authority shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the Grantor, its directors, employees, and agents.

8. This Agreement shall be governed by and construed under the laws of the State of Colorado, and venue for the resolution of any dispute arising hereunder shall be in the courts of Arapahoe County, Colorado. Should either party seek to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

9. Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the Authority or its directors, officers, employees, servants, agents, or authorized volunteers in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same currently exists or may hereafter be amended.

10. This Easement shall be binding upon and inure to the benefit of Grantor and the Authority, and their respective heirs, successors and permitted assigns.

11. This Agreement contains the entire agreement and understanding with regard to the subject matter contained herein and supersedes any prior agreements, written or oral, between the parties with regard to the subject matter contained herein. This Agreement may be modified or amended only by a written agreement between the parties. Nothing in this Agreement shall be construed as conferring an enforceable right or benefit upon or to any third party.

[The remainder of this page left intentionally blank.]
IN WITNESS WHEREOF, Grantor and the Authority have executed this Temporary Construction Easement Agreement on this 14th day of August, 2019.

GRANTOR:

ARAPAHOE PARK AND RECREATION DISTRICT

By:  
Mark Britton
Its:  President

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 30th day of July, 2019 by Mark Britton as President of the Arapahoe Park and Recreation District.

WITNESS my hand and official seal.

My commission expires:  

Michele T. McGhee  
Notary Public
E-470 PUBLIC HIGHWAY AUTHORITY

By: Tim Stewart
Its: Executive Director

STATE OF Colorado )
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 9th day of
20__ by Tim Stewart as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: 

J uphill, 2021

Notary Public
Exhibit A
to
Temporary Construction Easement

TEMPORARY EASEMENT PROPERTY
EXHIBIT A
Temporary Construction Easement Acquisition

A TEMPORARY ACCESS EASEMENTS SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A THE INTERSECTION OF A NORTH AND WEST RIGHT-OF-WAY LINE OF PARCEL TK-71 OF THE E-470 PUBLIC HIGHWAY AUTHORITY AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. A6001152 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1, BEARS S83°33'26"E, 1188.81 FEET;
THENCE S89°26'16"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 49.70 FEET;
THENCE N11°16'21"W, 682.24 FEET;
THENCE N09°06'43"W, 645.42 FEET;
THENCE N19°57'49"W, 99.60 FEET;
THENCE N06°47'25"W, 114.62 FEET;
THENCE N00°51'17"W, 320.64 FEET;
THENCE N10°02'21"E, 437.51 FEET;
THENCE N89°42'37"E, 104.89 FEET;
THENCE N24°47'38"E, 219.58 FEET;
THENCE N08°13'15"E, 202.85 FEET;
THENCE N02°48'22"E, 377.80 FEET;
THENCE N24°00'23"W, 264.32 FEET;
THENCE N17°52'14"W, 232.39 FEET;
THENCE N01°30'42"W, 114.51 FEET;
THENCE N06°03'20"E, 293.40 FEET;
THENCE N15°31'44"E, 220.86 FEET;
THENCE N23°45'01"E, 290.53 FEET;
THENCE N04°15'22"E, 292.04 FEET TO WEST RIGHT-OF-WAY OF SAID TK-71 BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11,234.16 FEET;
THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) SOUTHERLY, THROUGH A CENTRAL ANGLE OF 05°05'37", ALONG THE ARC OF SAID CURVE 998.73 FEET, THE CHORD OF WHICH BEARS S04°05'10"E, 998.40 FEET TO THE POINT OF TANGENCY;

2) S01°32'21"E, 1090.71 FEET;
CONTINUED FROM PREVIOUS PAGE

THENCE S12°20'49"W, 191.51 FEET;
THENCE S16°15'18"W, 149.44 FEET;
THENCE S32°44'25"W, 229.53 FEET;
THENCE S25°11'04"W, 150.48 FEET;
THENCE S17°45'23"W, 130.82 FEET;
THENCE S08°46'05"W, 207.54 FEET;
THENCE S05°19'00"E, 186.84 FEET;
THENCE S05°44'42"W, 136.96 FEET;
THENCE S10°52'39"E, 448.66 FEET TO SAID WEST RIGHT-OF-WAY OF TK-71;
THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
   1) S00°00'00"W, 174.18 FEET;
   2) S10°29'01"E, 680.12 FEET TO THE POINT OF BEGINNING.
CONTAINING 686,836 SQUARE FEET OR 15.768 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111
ILLUSTRATION FOR
EXHIBIT A

P.O.B. = POINT OF BEGINNING

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

SEE SHEET 3 FOR LINE AND CURVE TABLES.

TEMPORARY CONSTRUCTION EASEMENT
686,836 SQ. FT.
15.768 ACRES

OWNER:
ARAPAHOE PARK AND RECREATION DISTRICT

PID: 2073-01-1-00-008
REC. NO. D1029733

WEST RIGHT-OF-WAY LINE OF PARCEL TK-71

S83°33'26"E 1188.81'

SOUTH LINE SE 1/4 SECTION 1
S89°26'14"W 2642.14'

SOUTHEAST CORNER SECTION 1

E-470 HIGHWAY AUTHORITY

PARCEL TK-71
REC. NO. A6001152

A NORTH RIGHT-OF-WAY LINE OF PARCEL TK-71

0 250 500
SCALE: 1"=500'

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@i-w.com

E-470 HIGHWAY AUTHORITY
QUINCY-EAST COMMERCIAL INVESTORS, LLC
TEMPORARY CONSTRUCTION EASEMENT
EAST 1/2 OF SECTION 1, TOWNSHIP 5 SOUTH,
RANGE 66 WEST, 6TH P.M. ARAPAHOE COUNTY, CO

Project No: 0180741.01
Drawn by: JAN
Approved: FLE
Date: 07/01/2019
Revised: 3 OF 5
ILLUSTRATION FOR

EXHIBIT A

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON DEEDS & GIS LAND POSITIONS ONLY.

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Farnsworth GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

E-470 HIGHWAY AUTHORITY
QUINCY-EAST COMMERCIAL INVESTORS, LLC
TEMPORARY CONSTRUCTION EASEMENT
EAST 1/2 OF SECTION 1, TOWNSHIP 5 SOUTH,
RANGE 66 WEST, 6TH P.M. ARAPAHOE COUNTY, CO

Project No: 0180741.01
Drawn by: JAN
Date: 07/01/2019
Revised:
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<th>ITEM</th>
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<td>TOTAL ESTIMATE</td>
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BOARD SUMMARY REPORT

Date: January 2nd, 2020

To: Board of County Commissioners

Through: Michael Williams, Residential Appraisal Supervisor and Damage Assessment Director

From: Lori Hodges, Director OEM Larimer County

Subject: Present the Larimer County IGA to the commissioners for review

Direction/Information
This contract would not need to be signed the County Commissioners. Reviewing and making a recommendation would be important since it will involve lots of county resources.

Request and Recommendation
The purpose of presenting this Inter Governmental Agreement (IGA) to the County Commissioners is to see if it is something that would benefit Arapahoe and Larimer County both. This would be something the commissioners need to consider if the positives of the agreement outweigh the negative.

Background
On August 14th, 2019 myself, Jessica Sampson and PK Kaiser were invited up to Larimer County by Bob Overbeck (Assessor) to share ideas about Damage Assessment. At the end of the meeting Bob had suggested creating an IGA with Arapahoe County. Lori Hodges with Larimer County sent over the IGA last month and it is now with legal under contract management although nothing has been signed or agreed upon.

Links to Align Arapahoe

Discussion
Point of the meeting is to discuss the IGA and see if it is something that is viable for Arapahoe County. Nate Fogg with OEM has stated that they have entered into IGA’s before with other counties but that was from an Emergency Management standpoint. The current IGA the commissioners see now will strictly be from a Damage Assessment standpoint. If needed, we would send teams to Larimer County to assist in Damage Assessment throughout their county in the event of a disaster.
Alternatives
Alternatives here will be challenging. The IGA is fairly open and not binding to a certain point. An alternative might be not signing an IGA and instead letting Larimer County know that we can assist when we have the resources to do so, more of a handshake rather than a contract.

Fiscal Impact
This is the toughest part in my opinion. Location wise Larimer County is a 1.5 to 2 hour commute just to get to the county building. If a disaster occurred in let’s say the Poudre Canyon, it could potentially be another hour commute for our teams just to arrive at the scene and then get briefed. Not only will we have to consider many hours spent on driving but there is the strong possibility of overtime. This would be very tough to budget since there is basically no current budget for Damage Assessment. Everything for Damage Assessment is just funded through the Assessor’s Office general budget.

The other thing to consider is that most of the Damage Assessment team is the Residential appraisal department. We currently have 16 Residential staff appraisers that value all aspects of approximately 190,000+ residential properties. If they requested the full team we could potentially lose most of the department for a while and the massive amounts of work that it takes to service all these properties would be at a mere standstill. Timing would be very important to the Residential Department if the IGA were to be agreed upon and signed.

Concurrence
Since the only real department or office effected is the Assessor’s Office and more directly the Residential Department, the only impact would be to the Assessor’s Office and the chances are that Arapahoe County OEM would already be assisting them.

Attorney Comments
I talked to John Christofferson and he recommended to enter the IGA into contract management with the County Attorney’s Office and that is where it currently is.

Reviewed By
The IGA has only been reviewed by myself (Residential Supervisor), Jessica Sampson (Assistant Residential Supervisor), PK Kaiser (Assessor), Ben Swartzendruber (Assistant County Attorney) and John Christofferson (Deputy County Attorney).
INTERGOVERNMENTAL AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID AND RESOURCE MANAGEMENT
FOR
DAMAGE ASSESSMENT SERVICES
BETWEEN
LARIMER COUNTY, COLORADO
AND
ARAPAHOE COUNTY, COLORADO

This Agreement is made by and among the Assessor’s Offices for the counties of Larimer and Arapahoe, both being governmental entities that have statutory responsibility for property value assessments and damage assessments to structures following emergencies and disasters, and each a Party (referred to herein as the “Party” or the “Parties”), agreeing as follows:

I. Purpose
Large-scale emergencies and disasters often include damages to buildings and other infrastructure. The Assessor’s Offices for both parties work closely with their respective Offices of Emergency Management (referred to herein as “OEM”) in the assessment of buildings within each jurisdiction.

Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or human-caused, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs. This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to “Disasters”, “State of Emergency”, or “Local Emergency” as those terms are defined in Title 24, Article 33.5, Part 7, Colorado Revised Statutes.

II. Authority
The authority for this Agreement is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, et seq., C.R.S., as amended.

III. Request for Assistance and Mutual Aid
a. In the event one party determines a need for aid in light of an emergency or disaster, such party may request aid from the other party as follows:
   i. A request for assistance may be for any type of assistance or aid that the Party may deem necessary to respond to an emergency or disaster situation within its jurisdiction.
   ii. The request for aid will be made through the Office of Emergency Management for the affected jurisdiction. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel
IV. **Response to Request for Assistance and Mutual Aid**
   a. Upon receipt of a request for assistance, the Responding Party, in its sole discretion, will provide personnel, equipment, or other assistance to the Requesting Party through available mutual aid agreements, the established resource management process, and/or state and federal agencies.
   b. Any Party responding to the request for resources reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time.

V. **Command & Control**
   a. It is the intent and Agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
   b. Parties responding with available resources and personnel will confer with the Requesting Party’s Emergency Operations Center (EOC) and report to the staging area designated by the Incident Commander. The EOC and the Incident Command Post will track the status of the appropriate resources.

VI. **Release of Resources**
   Personnel and equipment of a Responding Party shall be released by the Incident Commander or EOC of the Requesting Party when the assistance is no longer required; or when the Responding Party requests the return of such resources. The release of all resources shall be communicated and documented through the EOC resource management system.

VII. **Reimbursement and Compensation**
   a. **First Twelve Hours of Response.** Unless otherwise agreed in advance by the involved Parties, during the first twelve (12) hours from the time of arrival in the Requesting Party’s jurisdiction, the Requesting Party will not incur any personnel or equipment charges from the Responding Party (Non-Reimbursable Costs).
   b. **After the First Twelve Hours of Response.** Unless otherwise agreed in advance by the involved Parties, after the first twelve hours from arrival, the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):
      i. **Personnel Costs.** Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.
      ii. **Equipment.** An amount for the use of the Responding Party’s equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA), www.fema.gov/xls/government/grant/pa/egsch.xls. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.
iii. **Materials and Supplies.** The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.

c. **Tracking Reimbursable Costs.** Tracking of personnel time, work/rest, and equipment costs shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both parties.

d. **Reimbursement.** The reimbursement of any Responding Party is not contingent on the Requesting Party’s eligibility for or receipt of reimbursement from any federal or state agency. The Parties acknowledge that a Requesting Party will pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

Payment. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources is pending and likely to occur.

e. **Financial Obligations.** Pursuant to Colorado law, the Requesting Party’s financial obligations under this Agreement, if any, are subject to and contingent upon its annual appropriation.

f. **Employment Status of Provider Personnel.** Nothing contained in the IGA, and no performance under this IGA by personnel of the Parties, shall in any respect alter or modify the status of officers, agent, or employees of the respective Jurisdiction for purposes of worker’s compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures,
methods, or categories, or for any purpose, or condition or requirement of employment. Worker’s compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103 through 108; otherwise, the claim shall be processed as if it were generated by any other work assignment within the Providers jurisdiction. The Provider shall remain responsible for processing any worker’s compensation claims filed by its personnel.

VIII. Additional Responsibilities

a. Agency Policy and Procedures. Each Party’s personnel are responsible for following their agency’s administrative policies and procedures. The parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker’s compensation benefits for its own personnel.

b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.

c. Insurance Coverage for Provider Personnel or Equipment. Each jurisdiction shall maintain its own insurance coverage, for both liability and damage, for the responding personnel and/or equipment.

d. Provisions for Responding Personnel. Within the written request for resources, the Agreement shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.

e. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, sexual orientation, ancestry, marital status, creed, religion, disability, political affiliation or beliefs, or any other unlawful basis.

IX. Duration and Termination

This Memorandum of Understanding shall become effective upon the date of last signatory. This agreement may be amended from time to time as mutually agreed upon by each participating jurisdiction. Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the other Party. The period of this agreement shall be from the date of execution until termination by any party. Termination will not negate any
obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

X. Non-Liability
This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement. Each Party retains all of the protections afforded by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XI. Integration and Amendments
This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties’ authorized representatives.

XII. Assignment /Transfer
No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XIII. No Third Party Beneficiary
This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any Third Party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XIV. Severability
If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XV. Headings
The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this Agreement and shall not be construed to affect in any manner the terms and provisions herein.

XVI. Execution
This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of the fully executed agreement shall be
provided to each Party jurisdiction, and such copies shall have the full force and effect as if they were originals.

IN WITNESS WHEREOF, the parties to this IGA hereby affix their hands.

By: ____________________________ Date: ____________________________
Larimer County Assessor’s Office

By: ____________________________ Date: ____________________________
Arapahoe County Assessor’s Office

By: ____________________________ Date: ____________________________
Larimer County Office of Emergency Management

By: ____________________________ Date: ____________________________
Arapahoe County Office of Emergency Management

ATTEST:

________________________________________
Larimer County Clerk