

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN FORT COLLINS AND TIMNATH FOR THE I-25 INTERCHANGE AND  
HARMONY ROAD/WELD COUNTY ROAD 74 REGIONAL CORRIDOR AND  
TRAFFIC STUDY**

THIS AGREEMENT is made and entered into as of the date of last signature below (Effective Date) by and between the CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (Fort Collins) and the TOWN OF TIMNATH, COLORADO, a Colorado municipal corporation (Timnath), (each a “Party” and collectively, the “Parties”).

**RECITALS**

- A. The Harmony Road-Weld County Road 74 corridor, spanning Fort Collins and Timnath, is a transportation corridor where congestion impacts the mobility of people and goods, which affects quality of life and economic growth in the region.
- B. Fort Collins and Timnath recognize the need to commence a preliminary planning effort to manage traffic along the Harmony corridor in the vicinity of Interstate-25 (the “I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study” or the “Study”). The Parties agree to collaborate on the Study and to contribute \$200,000 each to accomplish the Study.
- C. The Parties seek to study traffic in the Harmony Road-Weld County Road 74 corridor from Strauss Cabin Road to County Road 5, specifically including the intersection of Harmony Road and Weitzel Street and the interchanges with Interstate-25 (the “Scope”). The Scope of the Study will include parallel corridors Carpenter Road-State Highway 392 and Prospect Road-Weld County Road 80 and the I-25 corridor spanning these several east-west corridors.
- D. Deliverables from the Study will include short-, medium-, and long-term recommendations for improvements and potentially initial design efforts for such improvements.
- E. The Parties intend to share recommendations from the Study with stakeholders and seek funding to develop recommendations. Communities and agencies identified as stakeholders include the North Front Range Metropolitan Planning Organization (NFRMPO), Colorado Department of Transportation (CDOT), Weld County, Larimer County, Eaton, Severance, and Windsor.
- F. The NFRMPO maintains the federally required Congestion Management Process (CMP) to improve transportation system reliability, safety, and performance and to manage congestion. The CMP seeks to manage congestion on regionally significant corridors (RSCs) through a variety of region- and corridor-specific strategies and has identified the

corridors subject to this Study as RSCs: Carpenter-392 is RSC 12; Prospect-Weld County Road 80 is RSC 28; I-25 corridor is RSC 1-25; and Harmony-Weld County Road 74 is RSC 23.

- G. The Parties desire to enter into this Agreement to set forth their respective rights and obligations concerning the Study.
- H. Article II, Section 16 of the Fort Collins City Charter empowers the Fort Collins City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies, and Sec. 1.2 of the Timnath Home Rule Charter and Section 1-1-80 of the Timnath Town Municipal Code empowers the Timnath Town Council, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies.
- I. By Resolution 2026-\_\_\_, the Fort Collins City Council authorized the execution of this Agreement, and by Resolution \_\_\_\_\_, the Timnath Town Council authorized the execution of this Agreement.
- J. The Parties are authorized to enter into intergovernmental agreements to provide any function, service, or facility, pursuant to Colorado Revised Statutes (C.R.S.) §29-1-203.
- K. The Parties find that the Study will provide a shared public benefit for the Parties, by leading to improved public infrastructure reliability, safety, and performance that will benefit residents and traveling public.

NOW, THEREFORE, in light of the foregoing recitals, which the Parties incorporate into and make a part of this Agreement, and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. General Purpose.** The purpose of this Agreement is to document the mutual agreements between Fort Collins and Timnath regarding expenditure of their monetary contributions and completing the I-25 Interchange and Harmony Road/Weld County Road 74 Regional Corridor and Traffic Study. Specifically, as provided herein, Fort Collins will manage the Study, coordinating with the Timnath project manager on consultant selection, further defining the Scope and deliverables of the Study, reviewing Study milestones, and formulating recommendations. The Parties will work jointly to share information and accomplish efficiencies through shared efforts.

**2. Fort Collins Obligations.**

- (a) Contribute 50% of the consultant's costs of the Study up to \$200,000.

- (b) Manage the Study according to the Scope of the Study described herein.
- (c) At periodic intervals as consultant expenses are incurred, invoice Timnath for 50% of the consultant expenses from Timnath's contribution of up to \$200,000.
- (d) Coordinate with Timnath's project manager to review consultant invoices.
- (e) Record and account for expenditures from each of Fort Collins's and Timnath's contributions.
- (f) Assign a project manager for the Study as the point of contact for managing funds, cooperation, and coordination with Timnath. At the onset of this Study, the Fort Collins project manager is:

Marc Virata, TCEF Program Manager  
mvirata@fortcollins.gov, 970.221.6567

All notices and correspondence shall go to and through the Fort Collins project manager. Fort Collins will notify Timnath if the Fort Collins project manager changes, within fifteen days of the change.

- (g) Issue joint request for qualifications (RFQ) to take on the Study, compliant with federal regulations. The RFQ will be procured and compiled through a joint process, managed and issued by Fort Collins. The consultant selected shall provide insurance typical for the industry and Scope of work, which names both Parties as additional insureds.
- (h) At each milestone of completion, coordinate with Timnath to review, assemble, and deliver recommendations from the Study to stakeholders. Both Parties will review work product at each milestone of the Study, and including development of recommendations. Both Parties must approve work product before moving forward.

### **3. Timnath Obligations.**

- (a) Contribute 50% of the consultant's costs of the Study up to \$200,000.
- (b) Conduct its part of the Study according to the Scope of the Study described herein.
- (c) Pay invoices to Fort Collins within thirty days of the invoice date, unless contested in writing within that timeframe, in which case the Parties shall work together in good faith to resolve the dispute as to whether the invoice is consistent with this Agreement.
- (d) Coordinate with Fort Collins's project manager to review consultant invoices and coordinate with Fort Collins's project manager to approve payment.

(e) Assign a project manager for the Study as the point of contact for invoicing, cooperation, and coordination with Fort Collins. At the onset of this Study, the Timnath project manager is:

Kim Koivuniemi, Senior Civil Engineer  
kkoivuniemi@timnathgov.com, 970-443-7022

All notices and correspondence shall go to and through the Timnath project manager. Timnath will notify Fort Collins if the Timnath project manager changes, within fifteen days of the change.

(f) Coordinate with Fort Collins to compile the RFQ, compliant with federal regulations, and review responses thereto and recommendation for award under joint process for procurement.

(g) At each milestone of completion, coordinate with Fort Collins to review, assemble, and deliver recommendations from the Study to stakeholders. Both Parties will review work product at each milestone of the Study, and including development of recommendations. Both Parties must approve work product before moving forward.

#### **4. Other Provisions.**

(a) The Parties agree that all amounts paid or received and their work performed under this Agreement will be governed by all applicable terms, regulations and law contained in, or applicable to, the Study and that this Agreement will not be construed as a waiver of any terms, obligations, privileges or immunities contained therein or otherwise conferred by law.

(b) Beginning on the Effective Date of this Agreement, each Party gives the other Party permission to complete the Study pursuant to this Agreement. Each Party agrees to cooperate to assemble the final Study and recommendations. Each Party agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to effectuate the provisions of this Agreement and to complete the Study. Should one Party not complete its part of the Study, that non-completing Party agrees the other Party may proceed to submit the final Study without the non-completing Party's work.

(c) Liability shall be apportioned as follows:

(i) Each Party will be responsible for all claims, damages, liability and court awards, including costs and expenses incurred as a result of any act or omission of its respective officers, employees, and agents, in performance of this Agreement.

(ii) Nothing herein shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado

Governmental Immunity Act (C.R.S. §24-10-101, *et seq.*) or any other defenses, immunities, or limitations of liability available at law.

- (d) This Agreement will be governed by and its terms construed under the laws of the State of Colorado, Larimer County and the Parties' respective municipal codes. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- (e) Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- (f) This Agreement may not be amended except in writing and signed by the Parties.
- (g) 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 document.
- (h) This Agreement constitutes the entire Agreement of the Parties as it pertains to the Study and funding the Study.
- (i) Both Parties confirm that they have appropriated sufficient funds for this Agreement for the year of the Effective Date. However, neither Party intends hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of Fort Collins and Timnath, respectively, pursuant to this Agreement involving the expenditure of funds in years other than the year of execution are subject to annual budgeting and appropriations.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date. 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.

**THE CITY OF FORT COLLINS,**  
a Colorado municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly DiMartino, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**THE TOWN OF TIMNATH,**  
a Colorado municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aaron Adams, the Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney