

INTERGOVERNMENTAL AGREEMENT
For Contribution To The
Irish Elementary School Safe Routes to School Project

THIS AGREEMENT is made and entered into as of the date of last signature below, by and between the County of Larimer, State of Colorado, whose address is 200 West Oak, Suite 3000, Fort Collins, Colorado 80521 (Larimer County) and the City of Fort Collins, whose address is 281 North College Avenue, Fort Collins, Colorado 80524 (Fort Collins) (each a Party or collectively the Parties).

WITNESSETH:

WHEREAS, Larimer County has agreed to help Fort Collins fund the local match portion for a Safe Routes to School grant (SRTS) and Hazard Safety Improvement Program grant (HSIP) grant with a contribution in the amount of \$25,000; and

WHEREAS, Larimer County assisted Fort Collins in receiving the \$863,333.00 in federal SRTS and HSIP funding to improve the intersection of Vine Drive and Irish Drive; and

WHEREAS, both Parties recognize the Vine Drive and Irish Drive intersection improvements are mutually beneficial for both jurisdictions, and the Parties agree to contribute financially to the costs of such improvements, hereinafter referred to as the Irish Elementary School Safe Routes to School project (Project).

WHEREAS, the Parties hereto desire to enter into this Agreement to define the roles and responsibilities of each of the parties regarding the completion of the Project, and

WHEREAS, both Parties are authorized to enter into intergovernmental agreements with one another, pursuant to C.R.S. Section 29-1-203 and Colorado Constitution Article XIV, section 18(2)(a), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in light of the foregoing recitals, which the Parties incorporated into and make a part of this Agreement, and in consideration of the above and the mutual promises and covenants contained herein, the Parties agree as follows:

1. **TERM:** The term of this Agreement shall be from the date of last signature by the Parties to and until such time as the Project described herein is completed.
2. **DESCRIPTION OF IMPROVEMENTS:** Planned improvements include widened sidewalks, a sidepath on the north side of Vine, a sidepath on the west side of Irish Drive, improved pedestrian crossing of Vine Drive at Irish Drive including a rapid response flashing beacon (RRFB), and a west bound to south bound left turn lane from Vine Drive to Irish Drive. Planned improvements are subject to change depending on site constraints or other requirements during design and construction.
3. **CONTRIBUTION BY LARIMER COUNTY:** Larimer County will contribute \$25,000 towards the local match required by the grants. No later than sixty (60) days of signing this Agreement, Fort Collins will invoice Larimer County for its contribution. Larimer County shall pay the invoice no later than thirty (30) days of the invoice date. Larimer County's sole obligation under this Agreement is to provide the Larimer County contribution. Larimer County shall have no other responsibilities regarding completion of the Project.

4. ENTIRE AGREEMENT: This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties.
5. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
6. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.
7. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the Parties of this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
8. NOTICES: All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses below:

LARIMER COUNTY

Engineering Department
Attn: Rusty McDaniel
200 West Oak, Suite 3000
Fort Collins, CO. 80522
Phone: 970-498-5730
Email: rmdaniel@larimer.org

FORT COLLINS

Engineering Department
Attn: Dana Hornkohl
281 North College Avenue
Fort Collins, CO. 80524
Phone: 970-416-2719
Email: dhornkohl@fortcollins.gov

Notwithstanding the foregoing, notice of routine matters related to this Agreement may be accomplished by electronic mail on the condition that the recipient of the electronic mail correspondence acknowledges receipt thereof.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties, or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above:

LARIMER COUNTY

By: _____

County Engineer

Approved as to form:

Assistant Deputy County Attorney

CITY OF FORT COLLINS

By: _____

Kelly DiMartino, City Manager

Attest:

City Clerk

Approved as to form:

Assistant City Attorney