

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF FORT COLLINS, COLORADO  
AND LARIMER COUNTY, COLORADO  
REGARDING SHARED ROAD MAINTENANCE COSTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 8 day of July 2025, (the "Effective Date") by and between the CITY OF FORT COLLINS, COLORADO, a Colorado Municipal Corporation (the "City") and the COUNTY OF LARIMER (the "County") (the City and the County may be collectively referred to herein as the "Parties" or, individually, as a "Party").

**RECITALS**

**WHEREAS**, the City and the County each maintain a network of roads;

**WHEREAS**, because the Parties share common boundaries, many of these roads are shared;

**WHEREAS**, in maintaining their respective roadways, the Parties strive to use the most efficient and cost-effective methods;

**WHEREAS**, in order to minimize cost, increase efficiency, and provide a streamlined process for road maintenance activities, the Parties wish to coordinate maintenance of shared roadways from time to time and share associated costs in accordance with this Agreement;

**WHEREAS**, the Parties, as Colorado governmental entities, are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

**WHEREAS**, the Parties and their respective constituents will benefit jointly from coordination of maintenance of shared roadways.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the Parties agree as follows:

**AGREEMENT**

1. Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.
2. Term & Termination. The term of this Agreement shall be one (1) year, beginning from the Effective Date noted above, unless sooner terminated by either Party pursuant to this Agreement. Either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice or may terminate this Agreement immediately upon written notice for cause.

3. Maintenance Activities.

- a. Richards Lake Road Project. In 2025, the County shall perform maintenance on both County and City maintenance responsibility areas on Richards Lake Road (also known as Larimer County Road 52) from approximately 50 linear feet East of Thoreau Drive, to the West side of the Richards Lake Road and the Giddings Road intersection. The maintenance shall include asphalt milling, asphalt patching, an asphalt overlay, roadway restriping and shoulder leveling of the roadway.
  - b. Larimer County Road 40 (Horsetooth Road) Project. In accordance with *Larimer County, Colorado Division of Public Works, Road Construction Plans for Proposed County Road 40 Improvements, Larimer County Project NO. 349*, incorporated herein by this reference, the County shall perform work on City maintenance responsibility areas on Larimer County Road 40 (Horsetooth Road) between the Ziegler Road and Horsetooth Road intersection to the Horsetooth and South County Road 7 intersection. Specific work in the City maintenance areas shall include roadway grading, installation of roadway underdrains, ditch grading and drainage improvements, subgrade stabilization, and roadway shouldering.
4. Payment. The City shall pay the County up to \$130,000.00 towards the Richards Lake Road Project and up to \$50,000.00 toward the Larimer County Road 40 (Horsetooth Road) Project. The County shall submit all invoices when the respective project is complete to the City at [invoices@fcgov.com](mailto:invoices@fcgov.com). Upon receipt of an invoice from the County for the Maintenance performed in connection with this Agreement, the City will promptly review the invoice and direct questions to the County within seven (7) calendar days of receipt or, if no questions or concerns exist, shall make payment in full to the County within thirty (30) days of receipt. To the extent the Parties disagree about any charge on an invoice, the Parties agree to cooperate in good faith to remedy the disagreement.
5. Subject to Appropriation; No Multiple Year Obligation. This Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution. All financial obligations of each Party arising under this Agreement are contingent upon funds for that purpose being annually appropriated, budgeted, or otherwise made available by the governing body of the Party, and do not establish debts or other multi-fiscal year obligations thereof. If the governing body of either Party shall fail to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.
6. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void ab initio.
7. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.
8. Employee Status. All employees of each governmental entity who perform any services in relation to this Agreement shall remain the employees solely of the governmental entity employing them to perform such services and not of any other party hereto. No party shall obtain, by virtue of paying or being reimbursed for any personnel costs, any direct control over the management, scheduling or facilities operated by another party.

9. No Partnership or Agency. The Parties enter into this Agreement as separate independent entities and each shall maintain that status throughout the term of this Agreement. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.
10. Insurance. Regardless of which party requests, offers, grants or receives assistance under this Agreement, each party shall carry insurance to cover the actions of their own respective officers, employees, agents, or contractors for work performed in connection with this Agreement. The County shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of the County or its officers, employees, and agents, in connection with the performance of this Agreement. The City shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of the City or its officers, employees, and agents, in connection with the performance of this Agreement.
11. No Indemnification. Neither Party is authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void. Any changes to the current indemnification provisions in the Software Contract must be agreed to in writing by the City.
12. Notice. Any notice required or permitted under this Agreement and all other correspondence between the Parties must be in writing and shall be deemed received when hand delivered or three (3) days after being sent by certified mail. Notices shall be addressed to the following:  
  
If to FORT COLLINS: William Welborn, Civil Engineer III  
City of Fort Collins Streets Department  
625 Ninth Street  
Fort Collins, CO 80524  
970-221-6615  
  
If to LARIMER: Todd Juergens, Larimer County Road & Bridge Director  
Road and Bridge Department  
6994 Rickenbacker Road  
Loveland, CO 80538  
970-498-5653
13. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, by any party, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., and under any other law, or as the assumption of any of the Parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado.
14. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this

Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of the effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Software are of no force and effect.
16. No Third Party Beneficiary. The Parties understand and expressly agree 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. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the signatories hereto receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.
17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. 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.
18. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.
19. 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.
20. Signature Authority. By executing this Agreement, both Parties certify to the other that those signing this Agreement have the authorized signature authority to bind their respective organizations to the terms and conditions of this Agreement.
21. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.
22. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
23. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and rules and regulations issued pursuant thereto, and venue shall be in the County of Larimer, State of Colorado.
24. Legal Constraints. In no event shall either of the Parties exercise any power or take any action which shall be prohibited by applicable law.
25. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties 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.

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

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

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

Date: \_\_\_\_\_

**COUNTY OF LARIMER, COLORADO**

By: *Justin Stephens*  
*Commissioner, County of Larimer*

Date: 7-9-25

**ATTEST:**

*Justin [Signature]*  
*County Clerk - Deputy*

Date: 7/8/2025

**APPROVED AS TO FORM:**

*[Signature]*  
*County Attorney*

Date: 7/2/25

