

**INTERGOVERNMENTAL AGREEMENT  
FOR  
MAINTENANCE OF PUBLIC ROADWAY  
(High Plains Boulevard)**

This Intergovernmental Agreement for Maintenance of Public Roadway (“Agreement”) dated March \_\_\_\_\_, 2023, is entered into by and between THE TOWN OF JOHNSTOWN, a Colorado home rule municipality (“Town”) and the BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF LARIMER (“County”).

RECITALS

1. Portions of the Town’s corporate limits extend into eastern Larimer County; and
2. High Plains Boulevard (“LCR 3”) is an important roadway which is seeing increasing use as population within the Town limits continues to grow in the area; and
3. In the vicinity of High Plains Boulevard between LCR 18 and LCR 20C, portions of the Road right-of-way do not lie in the Town’s corporate limits as shown and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Maintenance Segment”); and
4. At present, the County is responsible for the Maintenance Segment; and
5. The parties agree that the Town, or a developer in the Town, may design and make certain improvements to the Maintenance Segment based primarily on the Town’s standards, rules and regulations in a manner acceptable to the County and the Town (“Road Improvements”); and
6. In light of the growth within the Town’s limits impacting the Maintenance Segment and the fact that the Town has not annexed the Maintenance Segment, the parties have concluded that responsibility for ongoing maintenance of the Maintenance Segment should more appropriately fall on the Town; and
7. The parties agree that while the bridge that crosses the Big Thompson River is physically located within the Maintenance Segment it is not included as part of this Agreement; and
8. The parties desire to set forth their understandings regarding ongoing maintenance of the Maintenance Segment herein; and
9. The Colorado Local Government Land Use Control Enabling Act, § 29-20-101, *et. seq.*, authorizes local governments to enter into agreements for the provision of services and governmental functions otherwise reserved to each party by law.

NOW, THEREFORE, the parties agree as follows:

1. The Town shall maintain the Maintenance Segment, consisting of the roadway, shoulders and abutting stormwater drainage facilities. Maintenance shall include but not be limited to all routine surface and pothole repairs, overlay, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, striping, cleaning and litter pickup, snow and ice control, sweeping, traffic control devices, appurtenances and traffic control signage maintenance and other maintenance services necessary to maintain the road. Maintenance shall also include any reconstruction done by the County in the future if maintenance of the reconstructed section is accepted by the Town in writing. Maintenance shall not include the bridge that crosses the Big Thompson River that is physically located within the Maintenance Segment.
2. The County shall bear no expense associated with the maintenance responsibility undertaken by the Town under this Agreement. All maintenance costs incurred by the Town under this Agreement shall be its sole responsibility.
3. Except as to the maintenance responsibility delegated to the Town hereunder, the County shall retain ownership of and control over the Maintenance Segment. However, the Town shall issue all required utility permits for the Maintenance Segment. The County shall issue all other permits, including access permits. The County acknowledges that the Town shall not be responsible for any additional maintenance to any improvements or modifications to the Maintenance Segment made by the County subsequent to the date of this Agreement unless the Town agrees in writing.
4. All work within the Maintenance Segment performed by the Town shall be undertaken consistent with commonly accepted local industry standards and the most-current edition of the Manual on Uniform Traffic Control Devices. Each party shall maintain adequate automobile, workers compensation and liability insurance with respect to any Town or County employees performing work within the Maintenance Segment. Each party will promptly notify the other of any claims, notice of which is received by either party. Neither party will look to the other for indemnification for any claims arising out the allocation of authority pursuant to this Agreement.
5. The parties agree that it would be best if the Maintenance Segment was under the jurisdiction of the Town. Based on this, the Town will continue to work with the County to annex the Maintenance Segment.
6. This Agreement shall be of indefinite duration until such time as the Maintenance Segment is annexed by the Town, except that, if the Town and the County do not agree upon the Road Improvements referenced in Paragraph 5 of the Recitals then the Town may, at its discretion, provide thirty (30) days written notice to the County to terminate this Agreement.
7. Should any dispute arise with respect to the parties' rights and obligations hereunder, the parties will first refer the matter to alternative dispute resolution, the cost of which shall be borne in equal shares. The specific method of alternative dispute resolution shall be subject to further discussion, taking into account the nature of the controversy, the amount in

dispute, and long history of cooperation enjoyed by the parties. Each party shall bear its own attorney fees and costs in the event of a dispute.

8. The financial undertakings of the parties herein are and shall be subject to appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation of either party.
9. The Town assumes responsibility and liability for the work done by the Town on the Maintenance Segment, and for and suits arising solely from such work.
10. Nothing herein shall be deemed a waiver or modification of any immunity enjoyed by either party under the Colorado Governmental Immunity Act or at common law.
11. This Agreement shall benefit only the signatories hereto. There are no third party beneficiaries intended.
12. This Agreement may be executed in counterparts which, when assembled, shall be deemed a completed agreement.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**BOARD OF COMMISSIONERS OF  
LARIMER COUNTY, COLORADO**

By: \_\_\_\_\_

Chair

ATTEST:

\_\_\_\_\_

County Clerk

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

APPROVED AS TO FORM

\_\_\_\_\_

COUNTY ATTORNEY