

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
FOR CONTRIBUTION TO ROADWAY IMPROVEMENTS  
CONCERNING MAINTENANCE OF PUBLIC ROADWAY  
(LCR 14)**

This First Amendment to Intergovernmental Agreement for Contribution to Roadway Improvements Concerning 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. Larimer County Road 14 (“LCR 14”) is an important roadway which is seeing increasing use as population within the Town limits continues to grow in the area; and
3. On May 14, 2019, the Town and County entered into an Intergovernmental Agreement titled INTERGOVERNMENTAL AGREEMENT FOR CONTRIBUTION TO ROADWAY IMPROVEMENTS (“IGA”); and
4. Pursuant to the IGA, the County agreed to pay \$200,000 to the Town for improvements to LCR 14 between I-25 and Larimer County Road 1 and, in return, the Town agreed to annex the segments of LCR 14 that have not been annexed as shown and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Maintenance Segments”); and
5. The County paid the \$200,000 and the Town improved LCR 14, but the Town and County have been unable to effectuate the annexation. Rather than annexation of LCR 14 at this time, the parties desire to modify the IGA to provide that the Town agrees to accept maintenance responsibility for the Maintenance Segments; and
6. The parties desire to set forth their understandings regarding ongoing maintenance of the Maintenance Segments herein; and
7. 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 Segments, 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.

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 Segments. However, the Town shall issue all required utility permits for the Maintenance Segments. 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 Segments made by the County subsequent to the date of this Agreement unless the Town agrees in writing.
4. All work within the Maintenance Segments 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 Segments. 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 Segments were under the jurisdiction of the Town. Based on this, the Town will continue to work with the County to annex the Maintenance Segments.
6. This Agreement shall be of indefinite duration until such time as the Maintenance Segments are annexed by the Town, except as set forth below or otherwise agreed by the parties in writing. The parties agree that, until annexed into the Town, subsequent improvements to the Maintenance Segments will be based primarily on the Town's standards, rules and regulations in a manner acceptable to the County and the Town ("Road Improvements"). If the Town and the County do not agree upon the Road Improvements, then the Town may, at its discretion, provide thirty (30) days written notice to the County to terminate this Agreement. Subsequent to annexation, County approval shall not be required.
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 Segments, 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