

**INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF PUBLIC ROADWAY**

This Intergovernmental Agreement for Maintenance of Public Roadway (“Agreement”) dated _____, 2022, is entered into by and between THE TOWN OF JOHNSTOWN, a Colorado home rule municipal corporation (“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. Johnstown Ridge Road (“LCR 3E”) 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 Johnstown Ridge Road between LCR 16 and LCR 18, portions of the Johnstown Ridge Road right-of-way do not lie in the Town’s corporate limits; and
4. At present, the County maintains those portions of Johnstown Ridge Road described above that are not within the Town’s corporate limits (“Maintenance Segments”); and
5. The parties agree that the Town, or a developer in the Town, will design and make certain improvements to the Maintenance Segments 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 Segments and the fact that the Town has not annexed these Maintenance Segments, the parties have concluded that responsibility for ongoing maintenance of the Maintenance Segments should more appropriately fall on the Town; and
7. The parties desire to set forth their understandings regarding ongoing maintenance of the Maintenance Segments herein; and
8. 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, future reconstruction (if agreed-upon as provided in Paragraph 3), 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 currently being performed by the County.

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 work 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 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 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: _____
Diana Seele, 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