

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LONGMONT, TOWN OF MEAD, TOWN OF FIRESTONE,
AND WELD COUNTY FOR THE DESIGN AND CONSTRUCTION OF A
MULTIPURPOSE TRAIL BETWEEN UNION RESERVOIR, MEAD HIGH SCHOOL,
AND ST. VRAIN STATE PARK

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the jurisdictions (“Parties”) listed below:

City of Longmont, State of Colorado, by and through the City Council of Longmont, Colorado, hereinafter referred to as “LONGMONT,” with offices located at 350 Kimbark Street, Longmont, Colorado 80501.

Town of Mead, State of Colorado by and through the Town Board of Trustees of Mead, Colorado, hereinafter referred to as “MEAD,” with offices located at 441 Third Street, Mead, Colorado 80542.

Town of Firestone, State of Colorado by and through the Town Board of Firestone, Colorado, hereinafter referred to as “FIRESTONE,” with offices located at 9950 Park Avenue, Firestone, Colorado 80504.

County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, Colorado, hereinafter referred to as “COUNTY,” with offices located at 1150 ‘O’ Street, Greeley, Colorado 80631.

WITNESSETH:

WHEREAS, the Parties provided a financial commitment to Weld County’s Air Quality/Multimodal (AQ/MM) application in 2022 in the amount of \$25,000.00 each for the Denver Regional Council of Governments (DRCOG) Fiscal Year (FY) 2022-2025 call for projects; and

WHEREAS, the Parties assisted Weld County’s AQ/MM application in receiving \$900,000.00 in federal funding to design a multipurpose trail along Weld County Road (WCR) 26 and WCR 7, between Union Reservoir, Mead High School, and St. Vrain State Park; and

WHEREAS, the Parties recognize that the design and construction of the multipurpose trail mutually benefits all involved jurisdictions and the Parties agree to contribute financially to the costs of such improvements as described herein, hereinafter referred to as “Project,” as identified in Exhibit A; and

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 as depicted in Exhibit B; and

WHEREAS, all Parties are authorized to enter into intergovernmental agreements, pursuant to C.R.S. § 29-1-203 and Colorado Constitution Article XIV § 18, for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the above and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. TERM: The term of this Agreement shall be from the Effective Date first written above to and until such time as the Project described herein shall be completed.
2. DESCRIPTION OF IMPROVEMENTS: The COUNTY will be responsible for Project Management of the Project design. The Project will be designed using LONGMONT's Design Standards and Criteria.
3. CONTRIBUTION BY PARTIES: LONGMONT, MEAD, and FIRESTONE each agrees to pay the sum of \$25,000.00 as a proportional share contribution for the Project to the COUNTY by June 30, 2025.
4. PROJECT RESPONSIBILITIES: The Parties agree to perform the respective roles and responsibilities assigned to each Party regarding the completion of the Project as summarized and depicted in Exhibit B.
5. PROJECT GRANTS: The Parties agree to cooperate with respect to seeking and applying for grants to offset future Project construction costs.
6. FINANCIAL OBLIGATIONS: This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Pursuant to section 29-1-110, C.R.S., and the Colorado Constitution, all financial obligations of the Parties under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Any payment obligation is expressly dependent and conditioned upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
7. ENTIRE AGREEMENT: This writing, together with any exhibits attached hereto, constitutes the entire Agreement between the Parties hereto 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.
8. ADDITIONAL DOCUMENTS: Each of the Parties agrees to provide such additional duly executed agreements, documents and instruments that are within the scope of this Agreement as may be necessary to assist with the completion of the Project, within the discretion of each Party.
9. 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.

10. 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.
11. 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.
12. NOTICES: All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set for below:

CITY OF LONGMONT

Attn: Sarah Krejca
7 S. Sunset Street
Longmont, CO 80501
Phone: 303-774-3680

TOWN OF MEAD

Attn: Erika Rasmussen
441 Third Street
Mead, CO 80542
Phone: 970-805-4185

Copy to:
Town Attorney
Michow Guckenberger McAskin, LLP
5299 DTC Boulevard, Suite 300
Greenwood Village, CO 80111

TOWN OF FIRESTONE

Attn: Matthew G Thompson
9950 Park Avenue
Firestone, CO 80504
Phone: 303-531-6254

WELD COUNTY

Attn: Evan Pinkham
1111 H Street
Greeley, CO 80632
Phone: 970-400-3727

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.

13. 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, agents, or employees may possess, including but not limited to the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (“CGIA”), nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
14. INSURANCE: Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.
15. PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of the Agreement shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.
16. AMENDMENTS: No party may in any way amend this Agreement or transfer it to a third party without prior written consent of the other Parties.
17. COLORADO LAW: The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Weld, State of Colorado.
18. RELATIONSHIP OF PARTIES: The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.
19. AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Parties and bind their respective entities.
20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
21. ELECTRONIC SIGNATURES AUTHORIZED: The Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:
CITY OF LONGMONT CLERK

CITY COUNCIL

By: _____
City Clerk

By: _____
Joan Peck, Mayor

ATTEST:
TOWN OF MEAD CLERK

TOWN BOARD

By: _____
Town Clerk or Deputy Town Clerk

By: _____
Colleen G. Whitlow, Mayor

ATTEST:
TOWN OF FIRESTONE CLERK

TOWN BOARD

By: _____
Town Clerk or Deputy Town Clerk

By: _____
Don Conyac, Mayor

**ATTEST:
WELD COUNTY CLERK TO THE
BOARD**

**BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO**

By: _____
Deputy Clerk to the Board

By: _____
Perry Buck, Chair

EXHIBIT A (PROJECT LOCATION MAP)

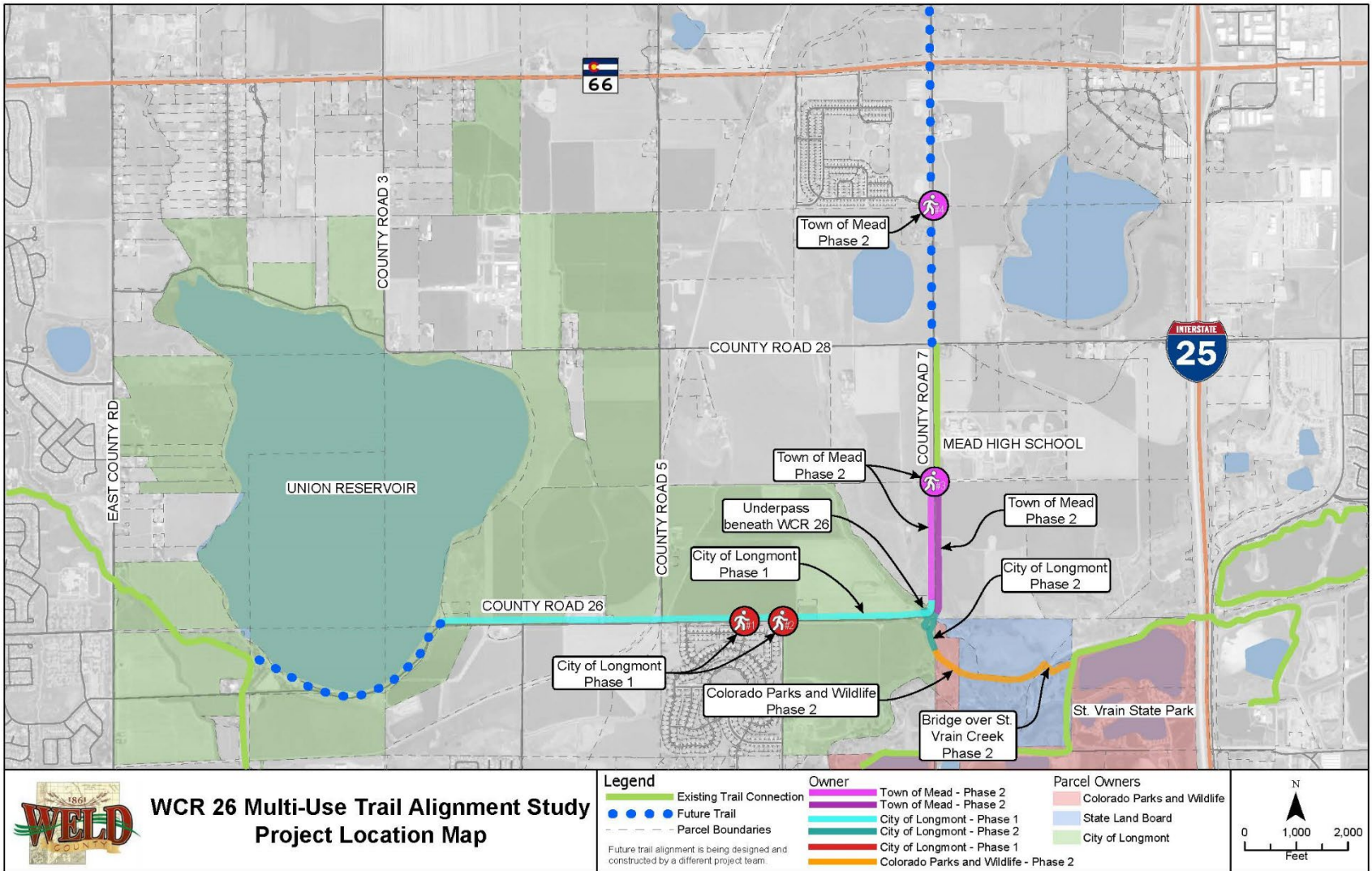


EXHIBIT B (PROJECT RESPONSIBILITIES BY JURISDICTION)

Task Item	Jurisdiction
Project management of design for Phase 1 and Phase 2	Weld County
Acquisition of right of way (ROW) required for construction	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Construction funding and administration (including permitting and other related requirements) for Phase 1 trail, Crossing #1 (crossing at Elms at Meadow Vale on WCR 26 east of WCR 5), and Crossing #2 (crossing at WCR 26 and WCR 5.5)	City of Longmont
Construction funding and administration (including permitting and other related requirements) for Phase 2 trail, Crossing #3 (crossing at Mead High School on WCR 7 north of WCR 26) and Crossing #4 (crossing at Branding Iron Way on WCR 7 north of WCR 28)	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Ownership and maintenance of Phase 1 trail located on City of Longmont ROW and City of Longmont owned property. (Note that WCR 26 and the associated ROW west of Great Western Railway will be annexed to the City of Longmont prior to construction of the Phase 1 trail)	City of Longmont
Ownership and maintenance of Phase 1 and Phase 2 trail located on Town of Firestone ROW, underpass on WCR 26 west of WCR 7, Crossing #1 (crossing at Elms at Meadow Vale on WCR 26 east of WCR 5), and Crossing #2 (crossing at WCR 26 and WCR 5.5)	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Ownership and maintenance of Phase 2 trail along WCR 7 located north of City of Longmont owned property, Crossing #3 (crossing at Mead High School on WCR 7 north of WCR 26), and Crossing #4 (crossing at Liberty Ranch on WCR 7 north of WCR 28)	Town of Mead
Ownership and maintenance of bridge over St. Vrain Creek and Phase 2 trail located on Colorado Parks and Wildlife and Colorado State Land Board owned property	Colorado Parks and Wildlife
Ownership and maintenance of Phase 2 trail located on City of Longmont owned property	City of Longmont
Ownership and maintenance of Phase 2 trail along WCR 7 located east and north of City of Longmont owned property	Town of Mead, or Weld County if development occurs in unincorporated Weld County