

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 54, SERIES 2025**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE POUDBRE SCHOOL DISTRICT R-1 AND THE TOWN OF TIMNATH FOR THE
SAFE ROUTES TO SCHOOL PROGRAM**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Intergovernmental Agreement between the Poudre School District R-1 and the Town of Timnath for the Safe Routes to School Program (the “IGA”); and

WHEREAS, the District and the Town have agreed to provide the Safe Routes to School Program (“Program”) during the District’s academic year, beginning in fall of 2025; and

WHEREAS, the Program is part of a nationwide effort and intends to provide education on bicycle and pedestrian safety skills and awareness in biking and walking to school; and

WHEREAS, this Agreement is entered into for the purpose of clear coordination to educate District’s students and foster healthy practices by providing the Program; and

WHEREAS, the Town intends to enter into a separate agreement with Bike Fort Collins (“BFC”) for their trained instructors to perform, deliver, and administer the Program at schools in the District while utilizing the equipment provided by the Town; and

WHEREAS, the Parties intend to provide the Program at District’s elementary schools initially, but may seek to extend the availability of the Program to all District’s schools located within the Town of Timnath; and

WHEREAS, the District and the Town recognize the outstanding benefits that the Program has for the citizens of the Town and the District and particularly for the students at the District’s schools located within the Town of Timnath.

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The IGA is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 12, 2025.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE POUFRE SCHOOL
DISTRICT R-1 AND THE TOWN OF TIMNATH FOR THE SAFE ROUTES TO
SCHOOL PROGRAM**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE POUDBRE SCHOOL DISTRICT R-1 AND THE TOWN OF TIMNATH FOR THE
SAFE ROUTES TO SCHOOL PROGRAM**

This Agreement (“Agreement”) is made and entered into this 12th day of August, 2025, by and between the Poudre School District R-1 (“District”) and the Town of Timnath (“Town”), collectively referred to as the Parties.

RECITALS

WHEREAS, the District and the Town have agreed to provide the Safe Routes to School Program (“Program”) during the District’s academic year, beginning in fall of 2025; and

WHEREAS, the Program is part of a nationwide effort and intends to provide education on bicycle and pedestrian safety skills and awareness in biking and walking to school; and

WHEREAS, this Agreement is entered into for the purpose of clear coordination in order to educate District’s students and foster healthy practices by providing the Program; and

WHEREAS, the Town intends to enter into a separate agreement with Bike Fort Collins (“BFC”) for their trained instructors to perform, deliver, and administer the Program at schools in the District while utilizing the equipment provided by the Town; and

WHEREAS, the Parties intend to provide the Program at District’s elementary schools initially, but may seek to extend the availability of the Program to all District’s schools located within the Town of Timnath; and

WHEREAS, the District and the Town recognize the outstanding benefits that the Program has for the citizens of the Town and the District and particularly for the students of the District’s schools located within the Town of Timnath.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and the Town hereby agree as follows:

1. **Term.** This Agreement shall commence on 1st day of July, 2025 and shall continue in effect through and including 30th day of June, 2026, in accordance with the District’s school calendar, unless earlier terminated as provided in Section 7 of this Agreement. This Agreement may be renewed for up to four (4) subsequent school calendar years, if:
 - A. The Parties mutually agree to continue providing the Program in District schools;
 - B. There are qualified instructors willing and able to facilitate running the Program, whether from BFC or another organization;

- C. The Town has validly appropriated sufficient funds for the continuation of the Program, including maintenance of the equipment; and
- D. The parties enter into a new written agreement or amend this Agreement.

2. Safe Routes to School Program.

2.1 **Schedule and Location of the Program.** The Parties shall coordinate to provide the Program for a two-week period of time at each of the following schools during the 2025-2026 academic year:

Bethke Elementary School
Timnath Elementary School

- 2.1.1 **Charter Schools.** There will be no equipment or programming assigned to Charter Schools under the terms of this Agreement.
- 2.2 **Additional Schools.** At the mutual agreement of the Parties, confirmed in writing, the Program may be expanded to additional schools located within the Town, subject to sufficient and properly approved appropriations.
- 2.3 **Quarterly Meetings.** When appropriate, the staff or representatives of both Parties may hold quarterly meetings at a time and location to be determined by the Parties to discuss problems, issues and concerns that have arisen. Other District and Town staff may be invited to attend these meetings, as well as representatives of BFC.

3. Duties and Obligations of the Town.

- 3.1 **Provide Equipment for Use in Program.** The Town shall purchase, maintain, and provide for use in the Program all necessary equipment, as set forth in Sec. 5.1 below.
- 3.2 **Compliance with District Policies.** The Town shall be familiar with and comply with all relevant District policies, regulations and guidelines related to safety, nondiscrimination, and student conduct, including the District's Code of Conduct, except to the extent such policies, regulations, Code and guidelines directly conflict with the Town's policies, ordinances, or municipal code as well as state law.
- 3.3 **Engagement with Students, Staff, and Community.** Any Town staff who engages with District students, parents, or staff in connection with the Program shall comply with all District rules and policies regarding such. Town staff shall ensure a District employee is always present if in a situation where the Town staff member is alone with a student in connection with the Program, unless that student is their child.
- 3.4 **BFC.** The Town is not responsible for the actions of BFC, which is an independent contractor of the Town.

4. **Duties and Obligations of the District.**

- 4.1 **Provide Safe Routes to School Program.** The District shall ensure all its students in the relevant participating grade levels have access to the Program during the appropriate time, to be determined by the District, unless other arrangements are made with a student's parent or guardian. The District shall determine the specific grade levels that will participate in the Program for each particular year and coordinate the students and PE teachers' schedules accordingly.
- 4.2 **Compliance with Town Ordinances and Code.** The District shall be familiar with and comply with all relevant Town policies, regulations and municipal code sections related to safety, nondiscrimination, and Town property, except to the extent such policies, regulations, or code directly conflict with the District's obligations in providing a safe learning environment for its students. Upon request by the District, the Town shall provide copies or a reference to the relevant Town policies, regulations and municipal code sections.
- 4.3 **Communication.** The District shall promptly notify the Town's key representative of any injuries, complaints or concerns related to the Program. The key representatives of the Parties are as follows, and may be changed by either Party upon notice to the other Party:

The District:

Jody Drager, Principal
Timnath Elementary School
3909 Main Street
Timnath, CO 80547
970-488-6828 (Office)

Ann Alfonso, Principal
Bethke Elementary School
5100 School House Drive
Timnath, CO 80547
aalfonso@psdschools.org
970-488-4300

The Town:

Tom Casal, Parks & Recreation Director
970-449-467
tcasal@timnathgov.com

5. **Facilities, Equipment and Technology**

5.1 **Equipment.** The Town shall provide for the use in the Program the following equipment and supplies, or as otherwise agreed to by the Parties' key representatives:

- A trailer;
- Numerous bikes, in a variety of sizes, as needed depending on class size;
- Numerous striders, as needed depending on class size;
- Outdoor cones;
- Maintenance supplies for both bikes and scooters; and
- Miscellaneous general supplies that further supports the program's needs as seen fit by the Town.

5.2 **Delivery and Retrieval.** The Town shall ensure the equipment trailer, with all listed equipment, is brought to and stored at the relevant school the week before that school is scheduled to participate in the Program, unless otherwise agreed to by the Parties. The Town shall retrieve the trailer and all equipment the week following the end of the Program, unless otherwise agreed to by the Parties. The exact time and date of the equipment drop-off and retrieval shall be arranged by the Parties.

5.3 **Storage of Equipment.** During the two-week period the Program is at a District school, the District shall store the trailer and equipment in a location owned or solely controlled by the District or its schools and shall take reasonable effort to secure the equipment. The District is not responsible for any loss, theft, or damage to the trailer and equipment while stored at a District school.

5.4 **Additional Equipment.** Additional equipment may be provided by the District and/or the Town if mutually agreed upon by the Parties. If obtaining additional equipment requires a formal procedure, documentation, or an additional agreement, the Parties agree to collaborate on executing said procedure, documentation, or agreement in order to properly obtain additional equipment. The cost and maintenance for any additional equipment as shall be the responsibility of the Town, unless the need for additional equipment arises from gross negligence in use, care, and/or storage of the equipment by the District.

5.5 **Maintenance.** All Town or District equipment and facilities, including vehicles, utilized by the Town staff in connection with the Program shall be maintained by and at the expense of the respective owners of such equipment.

5.6 **Return of Equipment.** In the event this Agreement is terminated, any Town or District facilities or equipment utilized in connection with the Program shall be returned to or retained by the respective owners, in substantially the condition it was provided, reasonable wear and tear excepted.

5.7 **Repairs.** The District shall promptly notify the Town of any equipment that needs to be repaired and cease using any malfunctioning equipment until it is repaired. The Town shall promptly respond to any requests for repairs.

6. **Appropriations.** Notwithstanding any other term or provision of this Agreement, the Town's obligations hereunder are expressly subject to the budgeting and appropriation of sufficient funds for each fiscal year this Agreement is in effect. In no event shall the Town's obligations in an Agreement constitute a set multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

7. **Termination of Agreement.** Any party to this Agreement may terminate this Agreement upon a material breach by the other party of any term or condition of this Agreement if such breach continues for a substantial and unreasonable period of time. The non-breaching party shall provide written notice of the existence of such breach, but if the breach is continued for a period of thirty (30) days after receipt of the notice by the breaching party, the non-breaching party may terminate this Agreement. No cure shall be deemed acceptable unless mutually agreed to by the Parties in writing.

Furthermore, if the Town determines not to or otherwise fails to appropriate funds for any succeeding fiscal year, Town may terminate this Agreement by written notice to the District, which shall not be considered a material breach.

Termination of this Agreement shall not be the sole remedy of any party and any exercise of this right to terminate shall not preclude the pursuit of any other remedy available in law or in equity to the non-breaching party.

8. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

9. **Good Faith.** The Parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

10. **Notices.** Any formal notices herein required or permitted shall be deemed to have been given when personally delivered; or two business days after deposit in the United States postal service as certified mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To the District:

Superintendent of Schools
Poudre School District R-1
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

General Counsel
Poudre School District R-1
2407 LaPorte Avenue
Fort Collins, Colorado 80521-2297

To the Town:

Town Manager
Town of Timnath
4750 Signal Tree Drive
Timnath, Colorado 80547

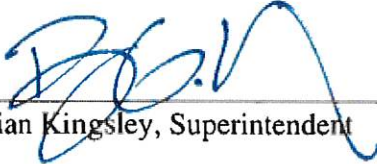
Town Attorney
Town of Timnath
4750 Signal Tree Drive
Timnath, Colorado 80547

11. **Full Agreement; Modification.** This document constitutes the full understanding of the Parties on the subject matter hereof, and no term, condition, understanding or agreement purporting to modify the terms of this Agreement shall be binding unless hereafter made in writing and signed by both Parties.
12. **Non-Assignment.** This Agreement, and every covenant herein, shall not be capable of assignment except with the prior consent of both Parties.
13. **No Third-Party Beneficiaries.** This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
14. **Counterparts.** This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
15. **Governmental Immunity.** Nothing in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the Parties' rights and protections under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
16. **Authorization.** The persons signing this Agreement represent and warrant that they have full power and authority to enter into this Agreement on behalf of their respective entity. The Parties understand that each is relying on such representations and warranties in entering into this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, to be signed by their duly authorized officers.


POUDRE SCHOOL DISTRICT R-1



Brian Kingsley, Superintendent

Date: 8/5/25

APPROVED AS TO FORM:



Autumn Aspen, General Counsel


TOWN OF TIMNATH



Aaron Adams (Aug 18, 2025 13:29:44 MDT)
Aaron Adams, Town Manager


Date: 08/18/2025

ATTEST:



Milisa Peters-Garcia, Town Clerk

APPROVED AS TO FORM:



Carolyn R. Steffl, Town Attorney