

RESOLUTION 2017-064
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND LARIMER COUNTY FOR THE
NORTH COLLEGE IMPROVEMENTS PROJECT-CANAL TO STATE HIGHWAY 1

WHEREAS, in 2012 the City was awarded federal Congestion Mitigation and Air Quality ("CMAQ") funds by the North Front Range Metropolitan Planning Organization ("NFRMPO") to initiate a project addressing the lack of pedestrian facilities along US Highway 287 between the City limits and State Highway, also known as the North College Improvements Project – Canal to State Highway 1, both within the City and unincorporated Larimer County (the "Project"); and

WHEREAS, Resolution 2015-007 and Ordinance No. 009, 2015, approved the execution of an Intergovernmental Agreement between the City and the Colorado Department of Transportation ("CDOT") and appropriation of \$908,323 in federal and local matching funds for the Project; and

WHEREAS, it was later determined that \$908,323 was not adequate funding for the Project; and

WHEREAS, Larimer County (the "County") subsequently applied for, and was awarded, a federal Transportation Alternatives Program ("TAP") grant in the amount of \$648,000 for pedestrian improvements in the area within the Project, with the County providing local matching funds of \$162,000, for a total grant amount of \$810,000 (the "TAP Grant"); and

WHEREAS, the City, the County and CDOT all agree that City is best positioned to incorporate the TAP Grant into the Project by entering into an Intergovernmental Agreement (the "IGA") with the County where the County will transfer the \$162,000 local matching funds for the TAP Grant to the City and then the City will amend the existing Project IGA between the City and CDOT to incorporate the TAP Grant into the Project; and

WHEREAS, after incorporating the TAP Grant, the total amount currently appropriated for the Project is \$1,718,323; and

WHEREAS, Article II, Section 16 of the City Charter empowers the City Council, by ordinance or resolution, to enter into contracts with governmental bodies to furnish governmental services and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

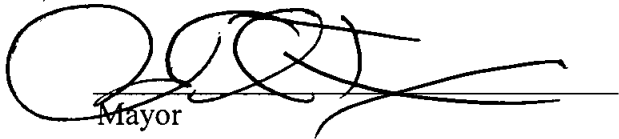
WHEREAS, the City Council has determined that the Project is in the best interests of the City and that the Mayor be authorized to execute the IGA between the City and the County in support thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

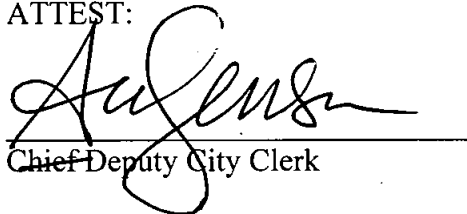
Section 1: That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby authorizes the Mayor to execute the IGA between the City and the County, substantially in the form attached hereto as Exhibit "A," together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines necessary and appropriate to protect the interests of the City or further the purposes of this Resolution, as set forth above.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of September, A.D. 2017.


Mayor

ATTEST:


Chief Deputy City Clerk



**INTERGOVERNMENTAL AGREEMENT TO TRANSFER GRANT FUNDS FOR
NORTH COLLEGE MULTI-USE PATH PROJECT, US 287 GAP PROJECT- BICYCLE
AND PEDESTRIAN FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2017 by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado ("County") and THE CITY OF FORT COLLINS, COLORADO, a Colorado home rule municipal corporation ("City").

RECITALS

WHEREAS, pursuant to Resolution 2015-007 City entered into that certain Intergovernmental Agreement regarding the North College Pedestrian Multi-Use Path Project (the "Project") dated February 13, 2015 with the Colorado Department of Transportation ("CDOT"), CDOT Routing #15 HA4 75629, allocating \$908,323.00 for the Project, with CDOT contributing \$752,000.00 in grant funds and City providing local matching funds in the amount of \$156,323.00 (the "Project Agreement"); and

WHEREAS, CDOT subsequently awarded the County a Transportation Alternatives Program ("TAP") grant in the amount of \$810,000.00 for the Project, with CDOT to provide 648,000.00 in grant funds and the County to provide local matching funds in the amount of \$162,000.00; and

WHEREAS, the City and the County agree that because City is overseeing design and construction of the Project, the additional \$810,000.00 funding for the Project should be added to the \$908,323.00 previously allocated in the Project Agreement and City and CDOT shall amend the Project Agreement to reflect such changes; and

WHEREAS, the County desires to transfer the local matching fund amount of \$162,000.00 under the TAP grant to City and agrees that CDOT can disperse the TAP grant amount of \$648,000.00 directly to the City in accordance with the Project Agreement, and any amendments thereto.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. On a recurring basis, City will invoice the County for local matching fund amounts spent on the Project, with the total amount the County will pay under this Agreement not to exceed One Hundred, Sixty Two Thousand Dollars (\$162,000.00), and the County will transfer the invoiced sum to City within 30 days after receiving an invoice.
2. The County agrees that CDOT can disperse the remaining TAP grant funds for the Project directly to the City.

3. The City will use the above described amounts in accordance with the Project Agreement, including any amendments thereto.
4. The County and City both agree that all amounts paid or received under this Agreement will be governed by all applicable terms, regulations and law contained in, or applicable to, the Project Agreement and this Agreement will not be construed as a waiver of any terms, obligations, privileges or immunities contained therein or otherwise conferred by law.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first written above.

CITY OF FORT COLLINS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

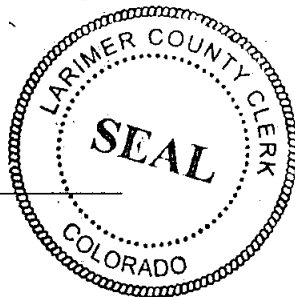
LARIMER COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

ATTEST:

Jawally

Clerk



Approved as to form:

Winkler

Deputy County Attorney 5-17-17