

RESOLUTION NO. 2018-075  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY AND COLORADO STATE  
UNIVERSITY FOR GAME DAY TRANSPORTATION SERVICES

WHEREAS, the City entered into an intergovernmental agreement with Colorado State University (“CSU”) in 2015 (the “Stadium IGA”), in which CSU agreed to purchase, and the City agreed to provide, additional public transit services to assist with managing the flow of people entering and exiting the stadium during major events; and

WHEREAS, the City and CSU now wish to enter into an intergovernmental agreement to specify service options and related costs for the City to provide transportation services for all six of CSU’s home football games, and any postseason games (the “Game Day IGA”); and

WHEREAS, under the Game Day IGA, the City will provide enhanced public transit services for CSU home football games, including higher frequencies and trailer buses along the Mason Corridor (MAX) and West Elizabeth, which services will continue pre-game, during and post-game; and

WHEREAS, under the Game Day IGA, CSU will reimburse the City for the enhanced transit services beginning 2.5 hours prior to the game starting and continuing 1 hour after the game ends, associated traffic control performed by the City and reimbursement for neighborhood outreach associated with the first two games; 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 Game Day IGA is in the best interests of the City and provides the public benefit of providing enhanced and efficient public transportation during CSU home football games within the City and that the Mayor be authorized to execute the Game Day IGA between the City and CSU in support thereof.

NOW, THEREFORE, BE IT ORDAINED 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.

**INTERGOVERNMENTAL AGREEMENT  
for Purchase of Supplemental Game Day Transportation Services**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("CSU" or "University"), and the City of Fort Collins, Colorado, a Colorado municipal corporation ("City" or "Transfort"). The City and CSU are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The City and CSU entered into an Intergovernmental Agreement related to an On-Campus Stadium, dated April 13, 2015 (the "Stadium IGA") which, among other items, addressed the need to mitigate neighborhood and transportation impacts of CSU's new on-campus stadium.
- B. The Stadium IGA states the following: "CSU agrees to purchase at the City's generally established price and/or rate for provision of contractual transit services, and the City agrees to the extent of its practical and legal ability to provide, additional City public transportation services, particularly additional services from Transfort, including MAX bus rapid transit service, to assist with managing the flow of people to and from Major Events at the Stadium. Such additional public transportation services will be provided to CSU upon appropriate notice and subject to available capacity, provided that the City shall use its best efforts to plan for such additional capacity in advance based on the information provided to the City by CSU, and shall not unreasonably withhold such services. CSU and the City agree to discuss on a regular basis those supplemental transportation services to be requested by CSU and provided by the City for Major Events at the Stadium."
- C. The Stadium IGA does not identify agreed upon service options or related costs for CSU's purchase of public transportation services from the City.
- D. As set forth in this Agreement, the City and CSU agree to identify service options or related costs for CSU's purchase of public transportation services from the City.

NOW, THEREFORE, the Parties agree as follows:

**1. TERM**

1.1 The term of this Agreement will begin on the date it is fully executed by the Parties (the "Effective Date") and shall continue through the entirety of the 2018 CSU football season, including postseason play.

1.2 Upon mutual written agreement by the parties prior to July 1 of each subsequent year, this Agreement for Game Day Services and Reparking Services (as described by each yearly Service Addendum) may be renewed under the terms and conditions herein.

Subsequent yearly Service Addendums and other amendments to this agreement may be executed by the City Manager, provided that such Service Addendums and other amendments do not impose obligations substantially greater than those contemplated herein, and are subject to appropriation of funds.

## **2. CONFLICT OF TERMS**

2.1 In the event of any conflict between the terms of this Agreement and any subsequent Service Addendum, the modifications and conditions of a yearly Service Addendum shall control during that respective year.

## **CSU GAME DAY TRANSIT AND TRAFFIC CONTROL SERVICES**

### **3. ASSUMPTIONS**

3.1 The 2017 CSU football season averaged 15,000 riders per game. This agreement assumes ridership will remain consistent for the 2018 season.

3.2 There will be six (6) home games (each a "Game Day"), with the possibility for postseason games as described in Paragraph 6.1 of this Agreement. Kickoff times and days vary and are subject to change.

3.3 In the event CSU is required to host additional, post-season games, including a conference championship game, the City will provide the same services as any regular season Game Day hereunder.

3.4 Base transit service will continue to operate during Game Day. Enhanced service on two (2) primary corridors to the south and west of campus are expected to need enhanced service to meet Game Day demand.

3.5 Traffic control on campus will be provided by CSU to efficiently and safely move attendees and transit vehicles to and from the stadium, at parking access points, and other potential conflict points.

3.6 Basic set up of overall traffic control off campus will be provided by CSU. Detailed pattern management (especially along Shields) before, during and after the game, including shifting from ingress to egress patterns will be performed by the City of Fort Collins Traffic Operations staff.

3.7 At all times, the Game Day transit services will operate within the City of Fort Collins as part of the City's transportation system.

3.8. The Game Day Services and Repark Services for the 2018 CSU football season will be pursuant to this Agreement and the service addendum attached to this Agreement as Exhibit A.