

**RESOLUTION 2019-041
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY AND LARIMER COUNTY FOR THE CONSTRUCTION OF A
TRAFFIC SIGNAL AT STATE HIGHWAY 1 AND DOUGLAS ROAD**

WHEREAS, the Colorado Department of Transportation (“CDOT”) awarded Larimer County (“County”) a Federal Highway Safety Improvement Program grant to construct a traffic signal at State Highway 1 and Douglas Road in the amount of a total project cost of up to \$550,000 (the “Project”); and

WHEREAS, the City and County wish to collaborate on the Project based on the City’s long history on working with the County on signals within the City’s Growth Management Area (“GMA”), the lowered costs if the City builds the signal, and the ability of the City to ensure the signal construction will meet City standards making it easier to maintain and operate in the future; and

WHEREAS, to collaborate on the Project, the City and County will enter into an intergovernmental agreement (“IGA”) where the County will oversee the Project, including managing the grant, public outreach, site improvements, and ensuring the local match requirements for the grant are met and the City will design and construct the signal; and

WHEREAS, the City will design and construct the signal utilizing internal resources as part of its “Work for Others” program and will be reimbursed all costs for design and construction of the signal by the County from the grant funds and the City will operate and maintain the signal pursuant to an existing intergovernmental agreement that requires the City to operate and maintain other signals on State Highways within the GMA; and

WHEREAS, the City Council has determined that it is in the best interests of the City that the City collaborate on the Project as set forth in this Resolution and the IGA, and that the Mayor be authorized to execute the IGA between the City and CDOT 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.

Section 2. That the Mayor is hereby authorized to enter into the IGA, in substantially the form attached hereto as Exhibit “A,” together with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or to effectuate the purposes of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of April, A.D. 2019.


Mayor

ATTEST:


City Clerk



**INTERGOVERNMENTAL AGREEMENT FOR
STATE HIGHWAY 1 / DOUGLAS ROAD SIGNAL PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 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, the Colorado Department of Transportation ("CDOT") awarded the County a Federal Highway Safety Improvement Program (HSIP) grant in the amount of a total project cost up to \$550,000 for the State Highway 1 / Douglas Road Signalization Project (the "Project"); and

WHEREAS, the grant indicates that CDOT will provide up to \$330,000.00 in grant funds and requires the County to provide local matching funds equaling twenty percent (20%) of Federal cost up to an amount of \$220,000.00; and

WHEREAS, the City and County agree that there will be a shared public benefit by both parties for the Project and agree to collaborate on the Project. This can be accomplished by cash or in-kind services that will reduce overall Project cost; and

WHEREAS, the City will request financial contributions from area developments towards the Project and agrees to contribute this funding, if any, to the Project by remitting it to the County, upon receipt, for use towards the County's local match requirement; and

WHEREAS, the City and the County agree that because the Project is located in the City's Growth Management Area and because the City will operate and maintain the signal for CDOT once complete pursuant to an existing intergovernmental agreement between the City and CDOT, and because the City would like to ensure the signal meets City operation and maintenance needs and because estimated Project costs can be lowered thereby reducing the local match requirement, that it is in both the City and County's best interest for the City to design and construct the signal; and

WHEREAS, the City and County agree that the County will remain the grant recipient and manage the Project and reimburse the City for costs related to the design and construction of the signal.

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. City Obligations

- a. The City will design and construct the signal consistent with the Scope of Work attached hereto as Exhibit A (the "Work"). The Work is estimated to occur in 2019.
- b. On a recurring basis, City will invoice the County for the Work to an amount not to exceed \$330,000.
- c. The City will request financial contributions from the following development towards the Project:

i. Country Club Estates

The City will remit to the County any contributions it receives from the above development within 90 days of receiving such contributions, however, nothing in this section or Agreement obligates the City to require financial contributions from the development or to undertake collection efforts on behalf of the County.

- d. Once the Work is complete, the City will operate and maintain the signal consistent with the current maintenance contract with CDOT adopted by City resolution 2019-001 and any applicable City policies and practices.

2. County Obligations

- a. The County will provide grant management with CDOT, project management, public outreach, complete site design and all construction not specifically related to the signal including but not limited to survey, utilities, right-of-way acquisition, concrete work, and any other roadway improvements.
- b. The County will use any contributions it receives pursuant to Section 1(c) above towards the Project and refund to the City any amounts not used on the Project.
- c. The County will pay any invoices described in 1(b) above within thirty (30) days of receipt.

3. Other Provisions

- a. The County and City both agree that all amounts paid or received under this Agreement and all Work performed under this Agreement will be governed by all applicable terms, regulations and law contained in, or applicable to, the Project and this Agreement will not be construed as a waiver of any terms, obligations, privileges or immunities contained therein or otherwise conferred by law.
- b. The County and City acknowledge that the HSIP grant funds are subject to applicable agreements and regulations from CDOT and agree to abide by any applicable CDOT interpretation, regulations or other administrative guidance regarding the use of the HSIP grant funds and nothing in this Agreement is intended to conflict with such regulations or guidance.
- c. Liability shall be apportioned as follows:
- (i) Fort Collins shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement
 - (ii) The County shall be responsible for any and all claims, damages, liability and court awards, including costs and expenses incurred as a result of any action or omission of the County or its officers, employees, and agents, in connection with the performance of this Agreement.

- (iii) Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*) or any other defenses, immunities, or limitations of liability available to any party by law.
- d. It is expressly understood and agreed by and between the parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Colorado, Larimer County and the City of Fort Collins, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. By signing this Agreement, the County gives the City permission to complete the Work pursuant to the terms of this Agreement, including allowing City, or its contractor, to be present on any County property or infrastructure to complete the Work.
- f. Except as may be otherwise expressly provided herein, 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 any right of action hereunder for any cause whatsoever.
- g. This Agreement may not be amended except by a written instrument signed by all parties.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original and all or which together shall constitute one and the same document. Counterpart signatures provided by telecopy, facsimile, electronic email, or PDF shall be sufficient to evidence a party's intention to be bound hereby.
- i. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties.

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: _____
Wade Troxell, Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

LARIMER COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

ATTEST:

Clerk

Approved as to form:

Deputy County Attorney

Exhibit A – City of Fort Collins Scope of Work

The City portion of this project is for the installation of a four-phase traffic signal at the intersection of State Highway 1 & CR 54 (Douglas Road) in Larimer County, CO. The project involves the following work tasks:

- Development of traffic signal design plans.
- Traffic signal construction cost estimate
- Traffic signal installation

Scope of Work

Task 1 – Project Coordination. The City Traffic Operations Department will coordinate with other project team members including Larimer County and CDOT as necessary during the project to discuss traffic design issues and project scheduling, coordinate work done by others including concrete work, coordinate work area traffic control during construction and to determine any other project specific requirements.

Task 2 – Signal Design. Develop 60% signal plans per CDOT standard plan and specifications and complete a cost estimate for the signal work. The plans will include all traffic signal equipment and proposed signal phasing diagrams, including locations and quantities for the following:

- Signal poles and caissons
- Mast arm lengths
- Controller cabinet and signal controller
- Pull boxes
- Conduits
- Signal heads
- Detection devices
- Preemption devices
- Ped push buttons and signal indications
- Connection to power source point-of-service
- Pedestal poles (if needed)
- Intersection street lighting
- Signal system interconnects
- Overhead (mast-arm) signing

Based on comments received the draft plan will be revised and finalized for construction.

Task 3 – Construct Signal. Upon completion of the design, City Traffic Operations crews will order material, schedule the work, obtain all necessary permits and install the new traffic signal. Once completed the signal will be turned on in accordance with the City's policy for the turn on of new traffic signals.