

RESOLUTION 2020-047
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING THE FIRST AMENDMENT TO NOVEMBER 5, 2019,
INTERGOVERNMENTAL AGREEMENT WITH LARIMER COUNTY, FOR
TAFT HILL ROAD IMPROVEMENTS – HORSETOOTH TO HARMONY PROJECT

WHEREAS, Taft Hill Road is a major regional road for both the City of Fort Collins and Larimer County (the “County”) and is identified as a 4-lane arterial road on the City Master Street Plan; and

WHEREAS, the City has been working with the County to improve Taft Hill Road, specifically by cooperating on the Taft Hill Improvements Project from Horsetooth Road to Harmony Road (the “Project”), the limits of which start at Horsetooth Road and end at Brixton Road, south of Harmony Road (the “Project Limits”); and

WHEREAS, the majority of Taft Hill Road within the Project Limits is a 2-lane road that experiences significant congestion and higher-than-expected rate of traffic accidents; and

WHEREAS, the Project will construct a 4-lane arterial stretch within the Project Limits; and

WHEREAS, the Project Limits are within unincorporated Larimer County but within the City’s Growth Management Area (“GMA”) and partnering with the County on the Project serves the interest of both the City and the County; and

WHEREAS, the City and County previously submitted a joint grant application for design, right-of-way acquisition and construction funding for the Project to the North Front Range Metropolitan Planning Organization (“NFRMPO”) and the City was awarded a federal Surface Transportation Block Grant (“STBG”) by the NFRMPO, to be administered by the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the County has contributed Regional Transportation Capital Improvement Expansion Fees (“Regional TCEF”) previously collected by the City pursuant to City Code Section 7.5-8.0, *et. seq.* to be used as local matching funds for the STBG grant and overmatching funds for the Project; and

WHEREAS, by adoption of Resolution 2020-001 on January 7, 2020 City Council approved Intergovernmental Agreements, one with the Colorado Department of Transportation to receive the STBG grant funds for the Project (the “CDOT IGA”) and one with the County (“Taft Hill IGA”) that set forth the use of the Regional TCEF for the Project and outlined the partnership the County and City would undertake to complete the Project; and

WHEREAS, the County has Regional TCEFs in the amount of a total project cost up to \$1,545,975 for the Project; and

WHEREAS, the City is scheduled to receive STBG grant funds under the CDOT for the Project; and

WHEREAS, the City and County agreed to co-manage the Project as outlined in the Taft Hill IGA, with the City as the lead agency overseeing design and construction of the Project and the County as the lead agency in the acquisition of any right-of-way, securing easements, and all real estate closings, as well as timely providing the Request for Reimbursement Forms to the City; and

WHEREAS, Section 3(f) of the Taft Hill IGA provides that it may not be amended except by a written instrument signed by all parties; and

WHEREAS, the Parties desire to amend the Taft Hill IGA as set forth herein to change or further clarify each Party's obligations with respect to the Project; specifically, with regards to the manner in which funds will be used and reimbursed between the Parties.

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. That the Mayor is hereby authorized to sign, on behalf of the City, the First Amendment to November 5, 2019 Intergovernmental Agreement With Larimer County for Taft Hill Road Improvements – Horsetooth To Harmony Project in substantially the form attached hereto as Exhibit "A", with such additional or modified 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 effectuate the purposes of this Resolution.

Section 3. The City Council hereby delegates authority to the City Manager to approve and execute future amendments to this Taft Hill IGA that the City Manager determines, in consultation with the City Attorney, to be as necessary and appropriate to facilitate completion of the Project so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the IGA or modify the allocation of funding for the Project as set forth in the CDOT IGA.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 19th day of May, A.D. 2020.


Mayor

ATTEST:


City Clerk



FIRST AMENDMENT TO NOVEMBER 5, 2019 INTERGOVERNMENTAL AGREEMENT
FOR TAFT HILL ROAD IMPROVEMENTS - HORESTOOTH TO HARMONY PROJECT

THIS FIRST AMENDMENT TO THE NOVEMBER 5, 2019 "INTERGOVERNMENTAL AGREEMENT FOR TAFT HILL ROAD IMPROVEMENTS - HORSETOOTH TO HARMONY PROJECT" ("Agreement") is made and effective this _____ day of _____, 2020 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"), collectively (the "Parties").

WHEREAS, the Parties entered into an "Intergovernmental Agreement for Taft Hill Road Improvements Horsetooth to Harmony Project" dated November 5, 2019, which improvements are referred to herein as the "Project"; and

WHEREAS, the City and County agreed to co-manage the Project. The City will be the lead agency for overseeing design and construction of the Project. The County will be the lead agency in the acquisition of any right-of-way, securing easements, and all real estate closings, in addition to timely providing the RRF's to the City; and

WHEREAS, Section 3(f) of the Agreement provides the Agreement may not be amended except by a written instrument signed by all parties; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein to change or further clarify each Party's obligations with respect to the Project; and

WHEREAS, the City and County agree this First Amendment is in the best interest of both entities because it improves public infrastructure within the City's Growth Management Area and will benefit both City and County residents.

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. Section 1 of the Agreement shall be and is hereby amended to read in its entirety as follows:

1. City Obligations

a. The City, with input from the project manager assigned from the County, will design, construct and give final approvals for the Project in accordance with the Scope of Work attached as Exhibit A. Design of the Project is currently expected to begin within the next several months. Construction of the Project is currently expected to begin either the end of 2021 or the beginning of 2022.

b. The County will be listed as a third-party beneficiary on all contracts and sufficient insurance will be required to indemnify the Parties.

c. On a recurring basis, the City will invoice the County for the Project in an amount not to exceed a cumulative total of \$1,545,975.

d. The City will manage the STBG funds on the Project in accordance with the terms and conditions of the STBG funds.

e. The City will post and select from responders thereto, a Request for Proposal for a design and services group that may include a federally qualified acquisition agent (“Agent”) approved by CDOT. The County shall have a representative on the selection team for this Agent.

f. The City will reimburse the County for property acquisition costs for the Project in accordance with Section 2(a)(ii) below.

g. Upon completion of the Project, the City and County will cooperate and coordinate to repair and maintain the roads to the applicable standards.

2. Section 2 of the Agreement shall be and is hereby amended to read in its entirety as follows:

2. County Obligations

a. The County will undertake property acquisition responsibilities for the Project.

i. The County may select an acquisition agent provided the selected Agent shall be federally qualified and approved by CDOT.

ii. The County will obtain prior written authorization from the City for property acquisition costs. The County will pay the up-front costs for property acquisitions and will submit sufficient documentation to the City to obtain reimbursement. The City will reimburse the County within thirty (30) days of receipt of such documentation. The City’s reimbursement will be in accordance with the terms and conditions of the STBG funds.

b. Any third-party agreement pertaining to property acquisition will list the City as a third-party beneficiary and will require sufficient insurance to indemnify the Parties.

c. The County will pay the invoices generated pursuant to Section 1(c) above within thirty (30) days of receipt.

d. The County will provide a project manager that will work with the City on the Project during the design, right-of-way property acquisitions, and construction.

3. Section 3 of the Agreement shall be and is hereby amended to add subsection (i) as follows:

3. Other Provisions

i. The Parties agree that any task assigned to City staff per this Amended Agreement, even if also for the benefit of the County, is within the scope of the City Staff's Employment and all provisions and protections of that employment shall remain in full force and effect.

4. Except as modified herein, all terms and provisions of the Agreement shall remain in full force and effect.

CITY OF FORT COLLINS, COLORADO

Mayor, Wade Troxell

ATTEST:

City Clerk

Approved as to Form:

Assistant City Attorney

LARIMER COUNTY, COLORADO

Chair, Board of County Commissioners

ATTEST:

Clerk

Approved as to Form:

County Attorney