

RESOLUTION 2021-051
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF FORT COLLINS AND LARIMER COUNTY FOR THE
STATE HIGHWAY 1 / DOUGLAS ROAD SIGNAL PROJECT

WHEREAS, the Colorado Department of Transportation (“CDOT”) awarded the County a Federal Highway Safety Improvement Program (“HISP”) 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 City and County entered into the original Intergovernmental Agreement on May 7, 2019 (the “IGA”) in which the County would design and coordinate the Project and the City would construct the Project, and be reimbursed by the County from Federal and State grant funds (collectively the “Grant Funds”); and

WHEREAS, the City of Fort Collins and Larimer County wish to enter into a First Amendment to the Intergovernmental Agreement for the State Highway 1 / Douglas Road Signal Project substantially in the form attached hereto as Exhibit A and incorporated herein by reference (“First Amendment to the IGA”) to allocate the remaining Grant Funds currently budgeted and appropriated in the amount of \$437,376 (“Remaining Grant Funds”) to fund the City’s construction of the signal and related improvements as set forth therein; and

WHEREAS, Article II, Section 16 of the City of Fort Collins Charter empowers the City Council, by ordinance and 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 and Article XIV, Section 18 of the Colorado Constitution 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, under Section 1-22 of the City Code, intergovernmental agreements and other cooperative arrangements between the City and other governmental entities are to be submitted to the City Council for review, unless they fit within one of the exceptions that permit execution by the City Manager.

WHEREAS, the City Council has determined that the First Amendment to the IGA is in the best interests of the City and its residents.

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

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

Section 2. That, subject to adoption of Ordinance No. 066 appropriating the Remaining Grant Funds for the Project, the Mayor is hereby authorized to execute the First Amendment to the IGA substantially in the form attached hereto as Exhibit "A," with such modifications and additions 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 set forth herein and not otherwise inconsistent with this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 4th day of May, A.D. 2021.



Mayor

ATTEST:



City Clerk



Contract # 11696331

FIRST AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT FOR
STATE HIGHWAY 1 / DOUGLAS ROAD SIGNAL PROJECT

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ("First Agreement") is made and entered into 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 City and County entered into the original Intergovernmental Agreement on May 7, 2019 in which the County would design and coordinate the Project and the City would construct the Project, and be reimbursed by the County from Federal and State grant funds (collectively the "Grant Funds"); and

WHEREAS, the original grant agreement between the County and the Federal Government funding the Project reflected a Federal contribution of 80% and a local match of 20% for which the County was responsible; and

WHEREAS, subsequently, it was determined that the appropriate Federal grant contribution was 90%, and the local match of 10% would be covered by the Colorado Department of Transportation ("CDOT"); those grant agreements have been amended accordingly; and

WHEREAS, the Grant Funds are broken down as follows: 1) Federal Funds will provide up to \$495,000.00 for the Project; and 2) CDOT will provide local matching funds equaling ten percent (10%) of the total Project cost up to an amount of \$55,000.00; and

WHEREAS, to date, the design of the Project has been completed by the County, and the County received reimbursement of \$71,953.49 for its costs of design of the Project from the Grant Funds; and

WHEREAS, the City has expended an additional \$53,750.50 in purchasing parts for the Project, \$40,670.40 of which it has invoiced the County and the County agrees to pay; 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 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; and

WHEREAS, the Parties agree that should the Project costs exceed the current grant funding amounts, the County and City will be equally responsible for these costs subject to appropriations; and

WHEREAS, the Parties intend that the specific provisions set forth in Sections 1 and 2 of this Amended Agreement set forth below shall expressly supersede Sections 1 and 2 of the original Intergovernmental Agreement on May 7, 2019.

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:

A. Sections 1 and 2 of the original Intergovernmental Agreement on May 7, 2019 are hereby amended in their entirety to read as follows:

1. City Obligations

- a. The City will construct the signal consistent with the Scope of Work attached hereto as Exhibit A (the "Work"). The Work is estimated to occur in 2021.
- b. On a recurring basis, City will invoice the County for the Work to an amount up to the remaining Grant Funds currently budgeted and appropriated in the amount of \$437,376.11 at the time of this Agreement ("Remaining Grant Funds"), unless increased costs are previously approved by the Parties through written and signed change orders and/or contract amendments to exceed such amount.
- c. The City will give the County reasonable notice and documentation to support any increased costs to aid the County in timely allocating funds for any costs over the Remaining Grant Funds currently budgeted and allocated for this Project.
- d. The City and County will equally split any Project cost that exceeds the Remaining Grant Funds.
- e. 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 (as it may be amended) and any applicable City policies and practices.

2. County Obligations

- a. The County will provide grant management with CDOT, project design management, public outreach, complete site design and all construction not

specifically related to the signalized intersection project including but not limited to survey, utilities, and right-of-way acquisition.

- b. The County will pay any invoices described in l(b) above within thirty (30) days of receipt.
- c. The County acknowledges that the cost of the Project may exceed the Remaining Grant Funds currently budgeted. To that end, the County agrees to act in good faith in seeking future appropriations for the Project should they become necessary. The County further acknowledges that this approval of funds, subject to appropriations, is a pre-requisite to the City authorizing additional work beyond the Remaining Grant Funds. The County further agrees that the City will be equally responsible for any costs of the Project over what is reimbursed by the County.

B. The original Agreement remains in full force an effect, except where expressly superseded by this Amended Agreement.

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

[Remainder of Page Left Blank Intentionally]

CITY OF FORT COLLINS,
COLORADO

By: _____
Wade Troxell, Mayor

ATTEST:

City Clerk

Approved to form:

Judy Schmidt, Sr. Assistant City Attorney

LARIMER COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

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 signalized intersection including pedestrian facilities 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
- Pedestrian facilities improvements (ramps)
- Traffic signal

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 - Construct Signalized intersection. Upon completion of the design, City Engineering Dept. will advertise the project for construction and oversee the signalized intersection construction including 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 signal.

