

AGENDA ITEM SUMMARY

July 7, 2015

City Council

STAFF

Mark Jackson, PDT Deputy Director

SUBJECT

Items Relating to Parking Enforcement at the Harmony Transfer Center.

EXECUTIVE SUMMARY

- A. Resolution 2015-060 Authorizing the Execution of an Intergovernmental Agreement Between the City and the Colorado Department of Transportation to Provide Parking Enforcement at the Harmony Transfer Center Park and Ride.
- B. First Reading of Ordinance No. 076, 2015, Appropriating Unanticipated Revenue into Parking Fund for Parking Enforcement Services at the Harmony Transfer Center.

The purpose of this item is for the City of Fort Collins to enter into a funding agreement with Colorado Department of Transportation (CDOT) to provide daily parking enforcement at the Harmony Transfer Center (Park and Ride). All costs for this parking enforcement are borne by CDOT. This agreement allows the City to provide parking enforcement for CDOT's new interregional bus service, "Bustang", once a notice to proceed is received from CDOT. No physical expansion of the Harmony Transfer Center Park and Ride is planned at this time.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution and the Ordinance on First Reading.

BACKGROUND / DISCUSSION

CDOT seeks to contract with the City of Fort Collins to provide daily (seven days per week) parking enforcement at the Harmony Transfer Center Park and Ride. All costs for this parking enforcement are borne by CDOT. CDOT recently changed the Park and Ride to a daily use lot (24 hour or less) to ensure adequate daily parking capacity for its new interregional bus service that begins on July 13, as well as other daily users such as carpools and vanpools.

The Colorado Department of Transportation (CDOT) owns and operates the Harmony Transfer Center, located just west of the I-25/Harmony Road interchange. The Harmony Transfer Center includes daily use parking for 250 users (24 hours or less), private shuttle pick up and drop off, and bus bays for Bustang interregional bus service and Transfort local bus service. The City of Fort Collins maintains the Harmony Transfer Center (cleaning, snow removal, trash, pavement maintenance) through a 1998 Intergovernmental Agreement (IGA) with CDOT.

CDOT is launching a new interregional bus service (Bustang) on July 13, 2015. Bustang will provide express weekday service from Northern Colorado to the downtown Denver Union Station. The Harmony Transfer Center is the northern terminus of the Bustang route. In order to ensure adequate parking capacity for Bustang riders and other daily users such as VanGo, CDOT changed the Harmony Transfer Center Park and Ride to a daily use lot on June 1, 2015, eliminating long term parking. CDOT has regulatory authority over the Harmony

Transfer Center, but not enforcement authority. In order to ensure adequate capacity for all day users, CDOT has asked the City of Fort Collins to provide parking enforcement at the Park and Ride.

Parking Enforcement Proposal

Under terms of this agreement, the City of Fort Collins Parking Services Department will provide daily (seven days per week) enforcement. Initial enforcement will be manual and require an additional parking service officer (0.75 contract position) to be paid for by CDOT. CDOT and the City will monitor and subsequently reassess enforcement strategies in fall 2015, when there is more information about scope and scale of enforcement needs at the facility. Future Harmony Transfer Center Park and Ride enforcement may include CDOT investment in automated license plate recognition technology (LPR) similar to that used currently by the City in downtown enforcement areas.

Parking enforcement at the Harmony Transfer Center will be similar to that in downtown Fort Collins.

Two sections of the Traffic Code will be the primary focus of the enforcement efforts:

- Code 1204(6)(a) Block face or public parking lot time restriction. Code 1204(6) provides accumulating fines for overtime.
- Code 1801(a)(II) Abandoned vehicle on public property after 48 hours.
- Enforcement of both Sections runs concurrently.

Enforcement of public parking lot time restriction (1204)

- The lot will be signed in a way similar to the downtown overtime block-face rule. The Park and Ride would have an accumulating fine structure should the same vehicle subsequently violate the 24 hour rule.
- The escalating fine process will reset if the vehicle goes six months without a violation.

Current Fine Structure (1204)

- First violation (warning) \$0
- Second violation \$10 (48 hours initiates the abandoned vehicle towing process)
- Third violation \$25 (impacts repeat offenders)
- Fourth violation \$50 (impacts repeat offenders)

Enforcement of 48 hour abandoned vehicle code (1801)

- 1st violation after 24 hours - warning with “oops” card informing of lot rules (same timing as initial parking lot restriction violation).
- 2nd violation after 48 hours -citation (see above) and tow tag giving 48 hour notice to move or vehicle will be towed.
- Approximately 96 hours - vehicle towed at owner’s expense.
- Note: per statute, the City cannot deviate from this process and time constraints.
- Still a valuable deterrent when word gets out about active enforcement.

The proposed agreement has a built-in 90 day review period, but thereafter is annual and renewable by either party.

Environmental Considerations

CDOT initially discussed expanding the Park and Ride footprint further north as depicted in the North I-25 Environmental Impact Statement, but has since put those plans on hold, instead opting to see if the parking enforcement strategy provides adequate capacity for daily users. Efficient use of the Park and Ride will encourage transit use, carpooling and vanpooling on I-25, benefiting the region from air quality and congestion perspectives.

CITY FINANCIAL IMPACTS

All costs incurred by Parking Services for the enforcement of this Park and Ride will be the responsibility of CDOT. City of Fort Collins Parking Services will invoice CDOT monthly for services rendered. Upfront costs for equipment and vehicles will be reimbursed by CDOT as well. Initial cost estimates include:

Phase 1: Manual enforcement initial phase

Ongoing (annual costs)

Phase 1 costs will include all personnel costs, equipment, vehicle expenses, all materials and supplies and any payments made directly to vendors.

One-time costs (upfront) (billed to CDOT as they are incurred)

One-time costs include items such as a phone, badge, handheld/printer device for the officer, percentage of vehicle purchase and custom reporting to track CDOT data.

Total Estimated Annual Costs:	\$57,000
Total Estimated One-time Costs:	\$18,000
TOTAL Phase 1 Implementation Costs	\$75,000

Phase 2: (Optional Fixed License Plate Recognition technology)

Note: CDOT will wait for initial implementation phase results and then decide if it wishes to invest in LPR technology in the future.

Should CDOT decide to invest in Fixed License Plate Recognition (LPR) technology in the future, the City of Fort Collins will assist in product selection to ensure compatibility with other City parking enforcement technology. Costs of technology will be paid directly to vendors by CDOT. Estimated costs for direct CDOT expenses to purchase the LPR technology would be approximately \$64,000 with some ongoing data plans and utility costs to be paid by CDOT. The City's estimated annual costs would continue to be billed to CDOT.

CDOT will provide up to \$100,000 per year via its FASTER grant funds. All costs are estimates at this point.

Notes

- All costs to enforce parking at the Harmony Park and Ride are to be assumed by CDOT.
- Revenues from 24 hour violation citations will be applied to enforcement costs.
- Enforcement options will be reviewed at the end of the initial implementation period.
- Enforcement program effectiveness and cost structure to be reviewed and updated annually (or at a time period agreed to by both parties) by CDOT and the City

BOARD / COMMISSION RECOMMENDATION

Prior CDOT plans to physically expand the Harmony Transfer Center Park and Ride were discussed with the Transportation Board and Land Conservation Stewardship Boards. Neither Board supported physical expansion at this time; both Boards urged other, less impactful alternatives, including parking enforcement.

PUBLIC OUTREACH

Key stakeholders continue to be involved throughout the process. This includes local private shuttle carriers (Super Shuttle and Green Ride) as well as the VanGo commuter van service. CDOT also launched a comprehensive public outreach plan to alert riders to the Bustang service as well as the new daily parking restrictions at the Harmony Transfer Center. The City's Communications (CPIO) department is assisting with links to CDOT information on fcgov.com and social media.

RESOLUTION 2015-060
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE COLORADO
DEPARTMENT OF TRANSPORTATION TO PROVIDE PARKING
ENFORCEMENT AT THE HARMONY TRANSFER CENTER PARK AND RIDE

WHEREAS, the Colorado Department of Transportation (CDOT) owns and operates the Harmony Transfer Center located west of the Interstate 25 and Harmony Road interchange; and

WHEREAS, the City maintains the Harmony Transfer Center via an intergovernmental agreement with CDOT; and

WHEREAS, the Harmony Transfer Center encourages ride-sharing and transit use, contributing to congestion relief and improved air quality in Fort Collins and the Northern Colorado region; and

WHEREAS, on July 13, 2015, CDOT will begin regional bus transit service via Bustang, a state-owned and operated bus system that connects Colorado cities along I-25 and I-70 to downtown Denver; and

WHEREAS, the Harmony Transfer Center will serve as the northernmost hub for Bustang; and

WHEREAS, CDOT changed the operation of the Harmony Transfer Center parking facilities on June 1, 2015, to daily use to ensure adequate parking capacity for regional transit riders as well as carpool and vanpool users; and

WHEREAS, CDOT has presented to the City a proposal for the City to enforce parking laws at the Harmony Transfer Center in an annual amount not to exceed \$100,000; and

WHEREAS, all costs for these parking enforcement services will be borne by CDOT and invoiced by the City; and

WHEREAS, the proposed Colorado Department of Transportation Division of Transit and Rail Agreement with the City of Fort Collins is attached and incorporated herein as Exhibit "A"; 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 it is in the best interests of the City that the City provides parking enforcement at the Harmony Transfer Center and that the Mayor be authorized to execute an intergovernmental agreement between the City and CDOT in support thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council hereby authorizes the Mayor to execute an intergovernmental agreement between the City and CDOT, 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 7th day of July, A.D. 2015.

Mayor

ATTEST:

City Clerk

STATE OF COLORADO
Colorado Department of Transportation
Division of Transit and Rail
Agreement
with the
CITY OF FORT COLLINS

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1. PARTIES

This Agreement (“Agreement”) is entered into by and between CITY OF FORT COLLINS (“Local Agency”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division

of Transit and Rail (“State” or “CDOT”). Local Agency and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose

The purpose of this Agreement is for CDOT to provide FASTER Transit Program Funds to Local Agency to carry out the responsibilities agreed upon described in **Exhibits A** and **C**.

D. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Agreement or Contract

“Agreement” or “Contract” means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references that are incorporated pursuant to Colorado State Fiscal Rules and Policies.

B. Agreement Funds

“Agreement Funds” means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

“Budget” means the budget for the Work described in **Exhibit C**.

D. Consultant and Contractor

“Consultant” means a professional engineer or designer hired by Local Agency to design the Work and “Contractor” means the general construction contractor hired by Local Agency to construct the Work.

E. Evaluation

“Evaluation” means the process of examining Local Agency’s Work and rating it based on criteria established in **§6**, **§20**, and all **Exhibits**.

F. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (FASTER Program Requirements), **Exhibit C** (Budget) **Exhibit D** (49 CFR 18 Subpart C), **Exhibit E** (General Procurement Standards), **Exhibit F** (State and Local Agency Commitments), **Exhibit G** (Option Letter), **Exhibit H** (State or Federal-Aid Project Agreements with Professional Subcontractor Services) and **Exhibit I** (Local Agency Resolution).

G. Goods

“Goods” means tangible material acquired, produced, or delivered by Local Agency either separately or in conjunction with the Services Local Agency renders hereunder.

H. Local Funds

“Local Funds” means funds provided by any city, county or entity (public or private) for performance of the Work.

I. Manual

“Manual” refers to CDOT’s “Local Agency Manual”, if applicable.

J. Party or Parties

“Party” means the State or Local Agency and “Parties” means both the State and Local Agency.

K. Project

“Project” means Work identified in **Exhibit A**.

L. Program

“Program” means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Agreement.

M. Services

“Services” means the required services to be performed by Local Agency pursuant to this Agreement.

N. State Funds

“State Funds” means funds provided by the State for performance of the Work.

O. Work

“Work” means the tasks and activities Local Agency is required to perform to fulfill its obligations under this Agreement and **Exhibit A**, including the performance of the Services and delivery of the Goods.

P. Work Product

“Work Product” means the tangible or intangible results of Local Agency’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate 120 days from the Effective Date, unless sooner terminated or further extended as specified elsewhere herein.

B. Notice to Proceed

Local Agency shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuant to **§17**.

C. Option to Extend Term

The Parties may extend this Agreement for additional one year periods at the same rates and same terms specified in the Scope of Work, for a maximum of four one year periods. If either Party exercises this option, it shall provide written notice to the other Party at least 30 days prior to the end of the current Agreement term, and the State will then execute an official document in a form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Agreement. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed fifty-one months.

6. STATEMENT OF WORK

A. Completion

Local Agency and State shall complete their obligations as described herein and in **Exhibits A** on or before the termination date. The State shall not be liable to compensate Local Agency for any Work performed prior to the Effective Date or after the termination of this Agreement.

B. Goods and Services

Local Agency shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the State Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Local Agency, or Consultants or Contractors shall be considered Local Agency or Consultants', or Contractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose.

7. PAYMENTS TO LOCAL AGENCY

The State shall, in accordance with the provisions of this §7, pay Local Agency in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Agreement or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement or such Exhibit. Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Local Agency so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Local Agency compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may immediately terminate this Agreement in whole or in part without further liability in accordance with the provisions herein.

iv. Subject to Local Agency Annual Appropriations

To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Local Agency, it shall be subject to annual appropriation pursuant to the applicable city charter provisions and Article X, Section 20 of the Colorado Constitution. Neither party shall have any obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

v. Erroneous Payments

At the State's sole discretion, payments made to Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Local Agency, may be recovered from Local Agency by deduction from subsequent payments under this Agreement or other agreements between the State and Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

8. ACCOUNTING

The Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in **Exhibit C**. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from

future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

9. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §9 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §20, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of Local Agency's performance and the final status of Local Agency's obligations hereunder.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect Local Agency ability to perform its obligations hereunder, Local Agency shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

D. Noncompliance

Local Agency failure to provide reports and notify the State in a timely manner in accordance with this §9 may result in the delay of payment of funds and/or termination as provided under this Agreement.

10. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Agreement is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Local Agency has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Local Agency shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Local Agency records related to this Agreement during the Record Retention Period for a period of three years following termination of this Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Local Agency performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to conform to the requirements of this Agreement, the State may require Local Agency promptly to bring the Work into conformity with Agreement requirements, at Local Agency sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Local Agency to take necessary action to ensure that future performance conforms to Agreement requirements and exercise the remedies available under this Agreement, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Local Agency shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Local Agency pursuant to the

terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Local Agency performance hereunder.

D. Final Audit Report

If an audit is performed on Local Agency records for any fiscal year covering a portion of the term of this Agreement, Local Agency shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

Local Agency shall comply with the provisions of this §11 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Local Agency shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Local Agency shall be immediately forwarded to the State's principal representative.

B. Notification

Local Agency shall notify its agents, employees, Local Agency and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Local Agency or its agents in any way, except as authorized by this Agreement or approved in writing by the State. Local Agency shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Local Agency or its agents, except as permitted in this Agreement or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Local Agency for any reason may be cause for legal action by third parties against Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this §11.

12. CONFLICTS OF INTEREST

Local Agency shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Local Agency obligations hereunder. Local Agency acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency obligations to the State hereunder. If a conflict or appearance exists, or if Local Agency is uncertain whether a conflict or the appearance of a conflict of interest exists, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Agreement.

13. REPRESENTATIONS AND WARRANTIES

Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

Local Agency shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Agreement.

B. Legal Authority – the Local Agency’s Signatory

Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind Local Agency to its terms. If requested by the State, Local Agency shall provide the State with proof of Local Agency authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Local Agency represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Local Agency warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in State Funds. Additionally, all employees and agents of Local Agency performing Services under this Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Local Agency, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Local Agency to properly perform the terms of this Agreement shall be deemed to be a material breach by Local Agency and constitute grounds for termination of this Agreement.

14. INSURANCE

Local Agency and its contractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Local Agency and the State.

A. Local Agency

i. Public Entities

If Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Local Agency shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Local Agency shall show proof of such insurance satisfactory to the State, if requested by the State. The Local Agency shall require each Agreement with Local Agency their Consultant and Contractor, that are providing Goods or Services hereunder, to include the insurance requirements necessary to meet Consultant or Contractor’s liabilities under the GIA.

ii. Non-Public Entities

If Local Agency is not a "public entity" within the meaning of the GIA, Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §14(B) with respect to sub-contractors that are not "public entities".

B. Contractors

Local Agency shall require each Agreement with Contractors, subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

Worker’s Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Local Agency and subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent subcontractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

v. Additional Insured

Local Agency and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

vi. Primacy of Coverage

Coverage required of Consultants or Contractors shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

viii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by the Local Agency’s Consultants or Contractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, Local Agency and each Contractor, subcontractor, or Consultant shall deliver to the State or Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each Contractor, subcontractor, or Consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §14.

15. BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §17. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the non-breaching Party may exercise any of the remedies set forth in §16.

Notwithstanding anything to the contrary herein, either Party need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

16. REMEDIES

If Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §16 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §15(B) provided however, that the State may terminate this Agreement pursuant to §16(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Local Agency fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Agreement and in a timely manner, the State may notify Local Agency of such non-performance in accordance with the provisions herein. If Local Agency thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Agreement or such part of this Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, Local Agency shall assign to the State all of Local Agency right, title, and interest under such terminated orders or sub-contracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency in which the State has an interest. All materials owned by the State in the possession of Local Agency shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Local Agency to the State and shall become the State's property.

ii. Payments

The State shall reimburse Local Agency only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Local Agency was not in breach or that Local Agency action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by Local Agency and the State may withhold any payment to Local Agency for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due to Local Agency as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Local Agency shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by either Party for cause or breach by either Party, which shall be governed by §16A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with §17. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, Local Agency shall be subject to and comply with the same obligations and rights set forth in §16(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §16(B), Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling Local Agency to an adjustment in price/cost or performance schedule. Local Agency shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Local Agency after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Local Agency until corrections in Local Agency performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Local Agency actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Request removal of any of Local Agency employees, agents, or contractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Local Agency infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Local Agency shall, at the State's option (a) obtain for the State or Local Agency the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

D. Termination by Local Agency

The Local Agency may terminate this Agreement in the event that the State commits a material breach of this Agreement and where such breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from the Local Agency.

17. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Michael Timlin
Division of Transit and Rail
4201 E. Arkansas Ave., Room 227
Denver, CO 80222
303-757-9648
michael.timlin@state.co.us

B. Local Agency:

Mark Jackson
CITY OF FORT COLLINS
PO BOX 580
FORT COLLINS, CO, 80522-0580
970-221-6601
mjackson@fcgov.com

18. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Local Agency obligations hereunder without the prior written consent of the State.

19. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §20 applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Agreements and inclusion of performance information in a statewide Contract Management System.

Local Agency performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency performance shall be part of the normal Agreement administration process and Local Agency performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors

tailored to match the requirements of Local Agency obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future Agreements. Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon a showing of good cause.

21. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments, subcontracts approved by Local Agency or the State are subject to all of the provisions hereof. Local Agency shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily

limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties:

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments including, but not limited to, those provided by Local Agency, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The Provision of the main body of this Agreement,**
- iii. Exhibit A (Scope of Work),**
- iv. Exhibit C (Budget),**
- v. Exhibit B (FASTER Program Requirements)**
- vi. Any executed Option Letter, and**
- vii. Other Exhibits in descending order of their attachment.**

K. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Local Agency fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Local Agency shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Local Agency for them.

M. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

22. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Agreements except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without

limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency services and Local Agency shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Local Agency that the Local subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Local Agency (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Local Agency has actual knowledge that a Local subcontractor is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subcontract if a Local subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Local Agency participates in the State program, Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Local Agency shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for Local Agency hereby swear and affirm that they are authorized to act on Local Agency behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">LOCAL AGENCY CITY OF FORT COLLINS</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt – Executive Director</p> <p>_____</p> <p>By:</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Local Agency has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Local Agency Signature if Needed</p> <p>By:</p> <p>Title:</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____
Colorado Department of Transportation

Date: _____

24. EXHIBIT A

SCOPE OF WORK AND BUDGET

SCOPE

The City of Fort Collins will provide parking enforcement for the new daily use lot at Harmony and I-25 (Harmony Transfer Center). Enforcement is anticipated to begin in July of 2015 when the CDOT Bustang service begins.

The phased approach to enforcement will be implemented by the City as follows:

- 1) New and increased signage declaring the lot for day use only, and that violators are subject to ticket and towing at their expense.
- 2) Seven day per week enforcement, requiring additional Parking Services staff (1 part time contract officer).
- 3) Phase 1 includes basic, manual chalking and monitoring of tires at the facility on a daily basis; allows City to enforce on Bustang's start date.
- 4) Phase 2 includes purchase and installation of a fixed License Plate Recognition (LPR) system that provides enforcement officers data on vehicles left more than 24 hours in the lot for more effective and efficient enforcement. Option 2 could either be part of an initial pilot project using temporary (non-permanent) cameras, or wait and implement later.
- 5) Phases 1 and 2 could be used as a gradual implementation approach or at CDOT's preference, implemented concurrently (order technology and enforce manually initially).
- 6) It may be prudent to approach this summer as a pilot program to determine the effectiveness of signage and initial enforcement actions prior to CDOT making large-scale investments in LPR technology.

WHAT THE CITY WILL ENFORCE PURSUANT TO THIS AGREEMENT

- The City will enforce parking pursuant to the City's process and enforcement policies.
- Code 1801 (a) (II) Abandoned vehicle on public property after 48 hours.
- Code 1204(6) (a) Block face or public parking lot time restriction. Code 1204(6) provides accumulating fines for overtime.
- Enforcement of both Codes run concurrently.
- Nothing contained in this Agreement or Scope of Work affects any right of the City in regards to enforcing any other law, Code, Ordinance, or Statute at the Harmony Transfer Center.

Enforcement of public parking lot time restriction (1204):

- The lot will be signed in a way similar to the downtown overtime block-face rule. The Park and Ride (PnR) would have an accumulating fine structure should the same vehicle violate the 24 hour rule.
- The escalating fine process will reset if the vehicle goes six months without a violation.
- Current Fine Structure:
 - First violation (warning) \$0
 - Second violation \$10 (48 hours initiates the abandoned vehicle towing process)
 - Third violation \$25 (impacts repeat offenders)
 - Fourth violation \$50 (impacts repeat offenders)

Enforcement of 48 hour abandoned vehicle code (1801):

- 1st violation after 24 hours – Warning with “oops” card informing of lot rules (same timing as initial parking lot restriction violation)
- 2nd violation after 48 hours – citation (see above) and tow tag giving 48 hours notice to move or vehicle will be towed.
- Approximately 96 hours – vehicle towed at owners expense.
- Note: per statute, the City cannot deviate from this process and time constraints.

- Still a valuable deterrent when word gets out about active enforcement.

WHAT CDOT WILL PROVIDE

- CDOT will monitor the parking enforcement program, and meet with the City periodically to review.
- CDOT will evaluate the level of parking violations quarterly, and in consultation with the City determine if any modifications to the program are warranted. If modifications become warranted, CDOT will negotiate a revised program scope/IGA with the City for implementation.
- CDOT will convene a working group of all Harmony Road service providers to discuss and plan for future expansion if/when warranted.

25. EXHIBIT B

FASTER Program Requirements

1. CONFORMANCE WITH LAW

The Local Agency and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Local Agency agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

2. NON DISCRIMINATION

The Local Agency agrees to comply with and ensure any subcontracts comply with, the requirements of:

- A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.

3. STATE INTEREST This section applies if box checked

The Local Agency understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Agreement. With respect to any Project property financed with State assistance under this Agreement, the Local Agency agrees to comply with the following:

- A. **Use of Project Property.** The Local Agency agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Local Agency unreasonably delay or fail to use Project property during the useful life of that property, the Local Agency agrees that it may be required to return the entire amount of the State assistance expended on that property. The Local Agency further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Local Agency has made to CDOT.
- B. **Maintenance.** The Local Agency agrees to maintain Project property in good operating order to the State's satisfaction.
- C. **Records.** The Local Agency agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. **Encumbrance of Project Property.** The Local Agency agrees to maintain satisfactory continuing control of Project property as follows:
 - i. **Written Transactions.** The Local Agency agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party agreement, subcontract, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
 - ii. **Oral Transactions.** The Local Agency agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - iii. **Other Actions.** The Local Agency agrees that it will not take any action adversely affecting the State interest in or impair the Local Agency's continuing control of the use of Project property.
- E. **Transfer of Project Property.** The Local Agency understands and agrees as follows:
 - i. **Local Agency Request.** The Local Agency may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.

- ii. State Government Direction. The Local Agency agrees that the State may direct the disposition of, and even require the Local Agency to transfer, title to any Project property financed with State assistance under this Agreement if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.
 - iii. Leasing Project Property to Another Party. If the Local Agency leases any Project property to another party, the Local Agency agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Local Agency and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Local Agency agrees to provide a copy of any relevant documents.
- F. Disposition of Project Property.** The Local Agency agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
- i. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Local Agency agrees as follows:
 - a). Notification Requirement. The Local Agency agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - b). Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Local Agency agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Local Agency agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 - I. Equipment. The Local Agency agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
 - II. Real Property. The Local Agency agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.
 - III. Exceptional Circumstances. The Local Agency agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Local Agency may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Local Agency with respect to the preservation of Project property withdrawn from appropriate use.
 - c). Financial Obligations to the State. The Local Agency agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Local Agency may fulfill its obligations to remit the State interest by either:
 - I. Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
 - II. Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.

- G. State Interest-Project.** The State shall protect its interest in the equipment being obtained with Grant Funds.
- H. Insurance Proceeds.** If the Local Agency receives insurance proceeds as a result of damage or destruction to the Project property, the Local Agency agrees to:
- i.** Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - ii.** Return to the State an amount equal to the remaining State interest, based on straight line depreciation, in the damaged or destroyed Project property.
- I. Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Local Agency's knowledge and consent, the Local Agency agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.
- J. Responsibilities After Project Closeout.** The Local Agency agrees that Project closeout by the State will not change the Local Agency's Project property management responsibilities as stated in this Section of the Agreement.

4. RAILROADS This section applies if box checked

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Local Agency shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning State or Federal-aid projects involving railroad facilities, including:

- A.** Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B.** Obtaining the railroad's detailed estimate of the cost of the Work.
- C.** Establishing future maintenance responsibilities for the proposed installation.
- D.** Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E.** Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

5. UTILITIES, ACCESS, RIGHT OF WAY This section applies if box checked

- A. Utilities.** If necessary, the Local Agency will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Local Agency in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.
- B. Access.** The Local Agency shall be responsible for obtaining an access permit from CDOT Region offices. The Local Agency shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.
- C. Right of Way.** The parties acknowledge that the Project is for the mutual benefit of the Local Agency and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Local Agency shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Local Agency shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

If the Project includes right of way, prior to this Project being advertised for bids, the Local Agency will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA “Project Development Guide” and CDOT’s “Right of Way Operations Manual”.

Allocation of responsibilities can be as follows:

- i. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- ii. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- iii. No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency and the State’s responsibilities for each option is specifically set forth in CDOT’s Right of Way Operation Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

6. DISADVANTAGE BUSINESS ENTERPRISE (“DBE”) EFFORTS

The State encourages the Local Agency to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Local Agency is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission’s commitment to fair and equitable business practices and is supported by CDOT’s small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

7. MAINTENANCE OBLIGATIONS This section applies if box checked

The Local Agency will maintain and operate the improvements constructed under this Agreement at its own cost and expense during their useful life, in a manner reasonably satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency’s obligations to maintain such improvements. The State may make periodic inspections of the Project to verify that such improvements are being adequately maintained.

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26. EXHIBIT C

BUDGET

Phase 1: (manual enforcement) Pilot Phase

Ongoing (annual costs): includes all personnel costs, equipment, vehicle expenses, all materials and supplies and any payments made directly to vendors (new contract employee w/ benefits, needed for 7-day enforcement).

Total Annual Costs:	\$ 57,000
<u>One-time costs (upfront):</u>	
T2 custom report for PnR	\$ 1450 (tracks ticket activity and revenue report for PnR)
Purchase of Phone for Officer	\$ 150
Purchase of 1 boot for PnR	\$ 600
Purchase 1 handheld computer	\$ 7,500
Percent of parking vehicle	\$ 7,200
Chalk sticks/chalk	\$ 280
Officer Badge	\$ 350
Total One-Time Costs:	\$17,530
TOTAL COSTS PHASE 1:	\$ 75,000

Phase 2: Optional: Installation of License Plate Recognition (fixed L PR technology) .

Estimated costs for direct expenses to purchase the LPR technology would be approximately \$65,000 with some ongoing data plans and utility costs to be paid by CDOT. The City’s estimated annual costs would continue to be billed to CDOT.

One-time costs (upfront):

Purchase of permanent LPR enter/exit system	\$54,000-65,000
Note: Purchase costs could vary based on exact technical requests and location of cameras. Ongoing enforcement costs may be reduced if LPR system implemented.	
Total One-Time Costs:	\$ 54,000-65,000
Ongoing Costs same as Phase 1 (above)	\$50,000 -57,000
TOTAL COSTS PHASE 2:	\$104,000-122,000

Notes:

- All costs to enforce parking at the Harmony PnR are to be assumed by CDOT.
- Revenues from 24 hour violation citations will be applied to enforcement costs.
- Enforcement options will be reviewed at the end of the 90 day pilot period.
- Enforcement program effectiveness and cost structure to be reviewed and updated annually (or at a time period agreed to by both parties) by CDOT and the City.

NOTE:

This parking management plan will not catch every 24 hour violator, and vehicles left for 48 hours cannot be towed without due process specified per City Code. There will be an educational component, whereby parking enforcement officers will help people whenever they can to learn about the new restrictions at the PnR. The combination of increased signage, coordinated public information/education, and visible enforcement presence should have an effect on parking behavior at the Harmony Transfer Center PnR.

This plan is considered a starting point by both Parties that can be implemented in time for the start of the Bustang service. The management plan will allow CDOT and the City to gauge the scale of the parking management problem, and refine parking management strategies into the future.

27. EXHIBIT D

49 CFR 18 Subpart C

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Local Agency is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

Financial Administration

Sec. 18.20 Standards for financial management systems.

- (a)** A State must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subcontractors and cost-type contractors, must be sufficient to-
 - (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
 - (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- (b)** The financial management systems of other local agencies and subcontractors must meet the following standards:
 - (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially-assisted activities must be made in accordance with the financial reporting requirements of the agreement or subcontract.
 - (2) Accounting records. Local Agencies and subcontractors must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to agreement or subcontract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
 - (3) Internal control. Effective control and accountability must be maintained for all agreements and subcontract cash, real and personal property, and other assets. Local Agencies and Local subcontractors must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
 - (4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each agreement or subcontract. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the agreement or subcontract. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
 - (5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of agreement and subcontracts will be followed in determining the reasonableness, allowability, and allocability of costs.
 - (6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, agreement and subcontract documents, etc.

Sec. 18.22 Allowable costs.

- (a)** Limitation on use of funds. Agreement funds may be used only for:
 - (1) The allowable costs of the local agencies and subcontractors, including allowable costs in the form of payments to fixed-price contractors; and
 - (2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the local agencies or subcontractors.

- (b) Applicable cost principles. For each kind of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a	Use the principles in--
State, local or Indian tribal government.	OMB Circular A-87.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A122 as not subject to that circular.	OMB Circular A-122.
Educational institutions.	OMB Circular A-21.
For-profit organization other than a hospital and an organization named in OMB Circular A122 as not subject to that circular.	48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

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28. EXHIBIT E

General Procurement Standards

This **Exhibit E** includes select applicable provisions as they exist or as of the Effective Date. Local Agency is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection;
 - d. Basis for the contract price; and
 - e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
 - a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
 - b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
 - i. Must be publicly advertised;
 - ii. Must give at least 14 days for bidders to respond;
 - iii. Must include any specifications and pertinent attachments to all bidders to respond properly;

- iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;
 - v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
 - vi. Any or all bids may be rejected if there is a sound documented reason.
- c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- i. Request for proposals will be publicized;
 - ii. Identify all evaluation factors and their relative importance;
 - iii. Proposals will be solicited from an adequate number of qualified sources;
 - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
 - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit H** for procurement of A/E professional services.
- d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:
- i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
- a. Placing qualified firms on solicitation lists;
 - b. Assuring that firms are solicited whenever they are potential sources;
 - c. Dividing total quantities to permit maximum participation;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and
 - e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.
13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00.

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29. EXHIBIT F

State and Local Agency Commitments

A. Design – This section applies if box checked:

1. Work including preliminary design or final design (the “Construction Plans”), design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), requires that the Local Agency comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work;
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT;
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT;
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction Work and to protect the traveling public;
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer;
 - f. provide final assembly of Plans and Grant documents;
 - g. be responsible for the Plans being accurate and complete; and
 - h. make no further changes in the Plans following the award of the construction contract except in writing approved by all the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.
2. Local Agency:
 - a. shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”;
 - b. (If applicable) shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. may enter into a contract with a subcontractor to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a subcontractor, that subcontract (and the performance/provision of the Plans under the subcontract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Local Agency does enter into a subcontract with a subcontractor for the Work:
 - (1) Local Agency shall submit a certification that procurement of any design subcontractor complied with the requirements of 23 CFR 172.5(1) prior to entering into subcontract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the subcontract.
 - (2) Local Agency shall ensure that all changes in the subcontract have prior approval by the State. Such changes in the subcontract shall be by written supplement grant. As soon as the subcontract with the subcontractor has been awarded by the Local Agency, one copy of the executed subcontract shall be submitted to the State. Any amendments to such subcontract shall also be submitted.
 - (3) it shall require that all subcontractor billings under that subcontract shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its subcontractor) shall use the CDOT procedures described to administer that design subcontract, to comply with 23 CFR 172.5(b) and (d).
 - (5) it may expedite any CDOT approval of its procurement process and/or subcontract by submitting a letter to CDOT from the certifying Local Agency’s attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).

- (6) it shall ensure that its subcontract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) “The design work under this Grant shall be compatible with the requirements of the Grant between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the Project. The State is an intended third party beneficiary of this subcontract for that purpose.”
 - (b) “Upon advertisement of the Project work for construction, the subcontractor shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project.”
 - (c) “The Local Agency shall review the construction subcontractor’s shop drawings for conformance with the subcontract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.”
- d. The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

B. Construction – This section applies if box checked:

1. Work including construction requires that, the Local Agency perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subcontract revisions; processing subcontractor claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:
<http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf> .
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its subcontractor to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. Local Agency:
 - a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (“LAPE”), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subcontract and applicable State procedures.
 - b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction subcontract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) In advertising and awarding the bid for the construction, the Local Agency shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Local Agency/subcontractor shall comply with terms and conditions as required by 23 CFR §633.102(e).
 - (2) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (3) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional State funds will be made available for the Project. This paragraph also applies to Projects advertised and awarded by the State.
 - c. If all or part of the construction Work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all

such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.

- (1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA (if needed) in advance of the Work, as provided for in 23 CFR §635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
- (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
- (4) All force account work shall have prior approval of the State and/or FHWA (if needed) and shall not be initiated until the State has issued a written notice to proceed.

C. State's Obligations

1. The State will perform a final Project inspection prior to Project acceptance as a "Quality Control/Assurance" activity. When all Work has been satisfactorily completed, the State will sign the CDOT Form 1212 (for FHWA), if applicable.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency within the Work of this Grant.

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30. EXHIBIT G

Option Letter

NOTE: This option is limited to the specific scenarios listed below AND cannot be used in place of exercising a formal amendment.

SAP PO#	Original CMS	Option Letter No.	CMS #
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Contractor / Local Agency: _____

- A. SUBJECT:** *(Choose applicable options listed below AND in section B and delete the rest)*
1. Option to renew (for an additional term); this renewal cannot be used to make any change to the original scope of work; and
 2. Option to initiate next phase to include Design, Construction, Environmental, Utilities, ROW ONLY (does not apply to Acquisition/Relocation or Railroads);
- B. REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
- (Insert the following language for use with Option #1):** In accordance with Paragraph(s) _____ of grant routing number (insert *FY, Agency code, & CLIN routing #*), between the State of Colorado, Department of Transportation, and (*insert Local Agency's name*) the State hereby exercises the option for an additional term of (*insert performance period here*) at a cost/price specified in Paragraph/Section/Provision _____ of the original grant, AND/OR an increase in the amount of goods/services at the same rate(s) as specified in Paragraph _____ of the original grant.
- (Insert the following language for use with Option #2):** In accordance with the terms of the original grant (*insert FY, Agency code & CLIN routing #*) between the State of Colorado, Department of Transportation and (*insert Local Agency's name here*), the State hereby exercises the option to initiate the phase in (*indicate Fiscal Year here*) that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*). Total funds for this Grant remain the same (*indicate total dollars here*) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original grant.
- (The following language must be included on all options):** The amount of the current Fiscal Year grant value is (*increased/decreased*) by (\$ *amount of change*) to a new Grant value of (\$ _____) to satisfy services/goods ordered under the grant for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly. The total grant value to include all previous amendments, option letters, etc. is (\$ _____). The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

State of Colorado
John W. Hickenlooper, Governor

By: _____
 Executive Director,
 Colorado Department of Transportation

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Controller
 Colorado Department of Transportation

Date: _____

31. EXHIBIT H

State or Federal-Aid Project Agreements with Professional Subcontractor Services

The Local Agency shall use these procedures to implement State or Federal-aid project agreements with professional Sub Local Agency services including, but not limited to engineering, design, or architectural services.

23 CFR Part172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional subcontractor services. 23 CFR §172.1 states “The policies and procedures involve federally funded agreements for engineering and design related services for projects subject to the provisions of 23 USC §112(a) and are issued to ensure that a qualified subcontractor is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR §172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional subcontractor services under a federally funded subcontract administered by CDOT.

Preference of Colorado Labor

Local Agency certifies, warrants, and agrees that it has knowledge of the “Keep Jobs in Colorado Act of 2013” codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional subcontractor services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part172 and Colorado Revised Statute CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional subcontractor services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for subcontractor services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS §24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for agreements in conformity with the requirements of CRS §24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for subcontractor services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the subcontractor should be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime subcontractor and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,

- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the subcontractor's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority subcontractors.
6. Once a subcontractor is selected, the Local Agency enters into negotiations with the subcontractor to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
7. A qualified Local Agency employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Local Agency prepares a performance evaluation (a CDOT form is available) on the subcontractor.
8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR §18.42, which provide for records to be kept at least three (3) years from the date that the Local Agency submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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32. EXHIBIT I

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

ORDINANCE NO. 076, 2015
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED REVENUE INTO PARKING FUND FOR PARKING
ENFORCEMENT SERVICES AT THE HARMONY TRANSFER CENTER

WHEREAS, the Colorado Department of Transportation (CDOT) owns and operates the Harmony Transfer Center located west of the Interstate 25 and Harmony Road interchange; and

WHEREAS, the City maintains the Harmony Transfer Center via an intergovernmental agreement with CDOT; and

WHEREAS, the Harmony Transfer Center encourages ride-sharing and transit use, contributing to congestion relief and improved air quality in Fort Collins and the Northern Colorado region; and

WHEREAS, on July 13, 2015, CDOT will begin regional bus transit service via Bustang, a state-owned and operated bus system that connects Colorado cities along I-25 and I-70 to downtown Denver; and

WHEREAS, the Harmony Transfer Center will serve as the northernmost hub for Bustang; and

WHEREAS, CDOT changed the operation of the Harmony Transfer Center parking facilities on June 1, 2015, to daily use to ensure adequate parking capacity for regional transit riders as well as carpool and vanpool users; and

WHEREAS, the City Council has approved Resolution 2015-060, approving an Intergovernmental Agreement pursuant to which the City will enforce parking laws at the Harmony Transfer Center in exchange for an annual amount from CDOT not to exceed \$100,000; and

WHEREAS, the estimated cost of enforcement for the remainder of 2015 is \$50,000; and

WHEREAS, all costs for these parking enforcement services will be borne by CDOT and invoiced by the City; and

WHEREAS, Article V, Section 9, of the City Charter permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

WHEREAS, City staff has determined that the appropriation of the revenue as described herein will not cause the total amount appropriated in the Parking Fund to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated for expenditure from unanticipated revenue in the Parking Fund the sum of FIFTY THOUSAND DOLLARS (\$50,000) for parking enforcement services at the Harmony Transfer Center during 2015.

Introduced, considered favorably on first reading, and ordered published this 7th day of July, A.D. 2015, and to be presented for final passage on the 21st day of July, A.D. 2015.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 21st day of July, A.D. 2015.

Mayor

ATTEST:

City Clerk