

**INTERGOVERNMENTAL AGREEMENT  
FOR FY24 5339(b) BUS STOP UPGRADE PROJECT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_day of March 2, 2025, 2025, by and between the **CITY OF FORT COLLINS, COLORADO**, a **Municipal Corporation** (the City), and the **BOARD OF GOVERNORS of the COLORADO STATE UNIVERSITY SYSTEM**, acting by and through **COLORADO STATE UNIVERSITY** (the University) (collectively, the Parties).

**Recitals**

- A. The Parties provide coordinated public transit services within the City of Fort Collins municipal boundaries and growth management area, including constructing and maintaining bus stop facilities for the public and students of the University.
- B. The Parties are working together to upgrade bus stops throughout the Transfort service area to improve Americans with Disabilities Act (ADA) accessibility and purchase new transit amenities. This project provides important improvements to bus stops throughout the service area, creating a more inclusive and welcoming environment for all riders of public transit.
- C. As part of this project, the Parties desire to enter into this Agreement to collaborate concerning the financing of bus stop upgrades and amenities on the University’s Main and Foothills campuses and property.
- D. To support this effort, the City applied for Federal Transit Administration Bus and Bus Facilities Program funding on April 24, 2024, and was notified on June 9, 2024 that the FTA will fund the project subject to a local financial match. The University will contribute to financing the local match for the FTA funds.
- E. As Colorado governmental entities, the Parties are authorized, pursuant to Colo. Const. art. XIV, § 18(2)(a) and C.R.S. § 29-1-203, to cooperate or contract with one another to acquire or provide any government function, service, or facility lawfully authorized to each.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to document the Parties' responsibilities in collaborating to update bus stops on the University campus and property to meet current ADA standards (the Project).

The Project will be overseen by a Project Management team made up of representatives from both the City and the University, including Project Managers:

Project Manager for the City: Gretchen Gramling

Project Manager for the University: Jamie Gaskill (primary); Nate Vander Broeck (secondary)

The Project will involve the design and construction of the following bus stops:

557 PITKIN & SHIELDS  
558 PITKIN & MERIDIAN  
1584 LIBBIE COY & A  
1494 CSU - JUDSON HARPER COMPLEX  
1556 MERIDIAN & UNIVERSITY  
1557 MERIDIAN & REC CENTER  
1532 MOBY ARENA  
1628 OVAL & ISOTOPE  
1625 RAMPART & ARBL  
1624 RAMPART & ARBL  
1626 RAMPART & EQUINE  
1627 RAMPART & EQUINE  
1652 LAPORTE & FOREST SERVICE  
1653 CSU - ENGINEERING RESEARCH CENTER  
1654 CSU - ATMOSPHERIC SCIENCE  
1655 LAPORTE & FOREST SERVICE  
1669 PITKIN & MERIDIAN  
1672 MERIDIAN & PITKIN  
1694 EQUINE CENTER

2. **Finance.** The FTA awarded the City \$2,411,550 in discretionary grant funds through the Federal Transit Administration's (FTA) fiscal year 2024 Bus and Bus Facilities Program (FY24 5339(b) grant). A portion of these funds were committed to upgrading 19 of the University's bus stops and purchasing accompanying amenities to support the Project.

The total estimated cost for these upgrades and amenities is \$1,130,000, of which \$937,000 is funded by the FTA through the FY24 5339(b) grant awarded to the City. The grant funds are available immediately and require a 10% local match for bus stop upgrades and a 20% local match for amenities. The University agrees to pay the full local match of \$193,000 required for the Project.

The Parties will seek appropriation of all necessary funding before the City executes the FY24 5339(b) award, which requires a commitment from both Parties to provide the local matching funds. The University shall pay its \$193,000 contribution to the City by March 30, 2028. The University shall make payments toward this contribution in installments. Throughout the Project, upon acceptance of construction by the Project Management team and payment of each Contractor invoice by the City, the City will invoice the University for the following amounts to cover the local match:

- Ten percent (10%) of bus stop construction costs
- Ten percent (10%) of project management, construction administration and design costs
- Twenty percent (20%) of bus stop amenity purchases

University will remit payment to the City within 30 days of receipt and approval of the invoice by the University.

While the local match may adjust proportionally with changes in project costs, the University's total contribution will not exceed the originally agreed-upon amount of \$193,000 without a formal written amendment to this Agreement. Both parties will review and approve any revised amounts in writing before payments are made. The Project Management team will meet regularly to review progress of the Project, including budget. If it appears that the Project will exceed the budget, the Project Management team will determine the appropriate course of action, for example, reduce the scope of the project, expedite purchasing of amenities and/or increase funding. If additional funding is agreed upon, the parties will complete a formal written amendment to this Agreement.

### **3. Completion of Improvements.**

As part of the Project, the City shall complete construction of the 19 bus stop facilities identified in Paragraph 1 in multiple stages, as follows:

#### **Stage 1**

Stage 1 consists of site assessment, environmental assessment, and final design of each stop. Some amenities may be ordered in this stage, prior to design being completed. If amenities are received prior to construction of bus stops, the University will be responsible for identifying an appropriate storage location and costs of storage.

**Stage 2**

Stage 2 will commence upon completion and approval of final design for all bus stops. Final design documents will be publicly posted for bid. Bid will be posted and third-party contractors (Contractor or Contractors) selected consistent with Federal law and procurement rules. Contractors will be responsible for construction of all 19 bus stops. The City will purchase amenities (shelters, trash cans, bike racks, solar lighting) using FTA grant funds based on final design documents for all stops. All amenities on the University’s campuses will be in compliance with the University’s design standards. A third-party Contractor will also be responsible for installation of all amenities.

Upon completion of construction and installation of the amenities, the City will retain ownership of the following assets:

- Concrete pads;
- Amenities installed at stops including Shelters, Benches, Solar Lighting, Trash Cans and Bike Racks.

The University shall retain ownership of the following:

- Sidewalks and sidewalk connections that may be constructed;
- Real time bus information signage.

Unless otherwise specified in a future maintenance agreement between the Parties, the University shall also continue to provide routine maintenance and inspection of University stops, including but not limited to ice and snow removal, concrete maintenance, landscaping, and amenities.

Estimated project milestone end dates are below and are dependent on funds being appropriated. Any project delays will be communicated in writing between Project Managers.

Project Milestone	Milestone End Dates (estimated)	Payment Milestones
Place first round Amenities Order (10)	Upon execution of IGA	N/A
NEPA approval	7/1/2025	N/A
Begin Design	After NEPA approval & execution of IGA	N/A
Complete Design for concrete pads	9/30/2025	City to Invoice University at completion of design for all design costs
Place second round Amenities Order	10/15/2025	N/A
Receive first Round Amenities	10/30/2025	City to invoice University once amenities are received

		for all ordered amenity costs.
Advertise Bid Package	11/15/2025	N/A
Place second round Amenities Order	10/15/2025	N/A
Execute Contract for Construction Phase	1/15/2026	N/A
Construction Begins	5/18/2026	N/A
Receive second round Amenities	6/1/2026	City to invoice University once amenities are received for all amenity costs.
Concrete Pad Construction Completed	8/31/2027	City to invoice University upon completion of bus stops for bus stop construction costs
Amenities Installed	8/31/2027	City to invoice University after all amenities are installed for amenity installation costs.
Construction administration/Materials testing	11/30/2027	City to invoice University at completion of project for all construction administration and materials testing costs
Project Close Out	1/31/2028	City to invoice University at project close out for final retainage fees of construction costs

**4. Appropriation.** All financial obligations of the City or the University arising under this Agreement are contingent upon funds for that purpose being annually appropriated, budgeted, or otherwise made available by the governing bodies of the City or the University, and do not establish debts or other multi-fiscal year obligations thereof.

**5. Assignment.** Neither party may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

**6. Jurisdiction/Severability.** This Agreement shall be governed in all respects by the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Larimer County, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision of this Agreement. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

**7. Miscellaneous.**

- a. Other than the final design funding commitment and its attendant coordination, either party shall have the right to terminate any obligations hereunder for convenience upon ninety (90) days written notice.
- b. For the purpose of this Agreement, the University designates Jamie Gaskill (contact information below) as its representative. The City designates Gretchen Gramling (contact information below) as its representative. If either representative receives communication from the other, they shall respond within five business days using the address information provided in subparagraph (c) below.
- c. All notices, certificates or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified, registered or overnight mail, postage prepaid, addressed as follows:

If to Colorado State University:

Jamie Gaskill  
|Associate Director of Active Transportation  
Colorado State University  
200 W. Lake Street  
6012 Campus Delivery  
Fort Collins, Colorado 80523-6012  
970-491-2492  
[Jamie.Gaskill@colostate.edu](mailto:Jamie.Gaskill@colostate.edu)

With Copy to:

Office of the General Counsel  
Attn: Contracts  
06 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-0006

If to Fort Collins:

Gretchen Gramling  
Sr Project Manager, City of Fort Collins  
250 North Mason Street  
Fort Collins, CO 80524  
[ggramling@fcgov.com](mailto:ggramling@fcgov.com)

- d. Except as otherwise provided in this Agreement, any modifications to this Agreement shall only be effective if agreed to in a formal written amendment to this Agreement, properly executed and approved by the designated representative for each party with the requisite signature authority.
- 8. Headings.** The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 9. No Partnership or Agency.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.
- 10. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.
- 11. Governmental Immunity.** Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to 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, Sections 24-10-101, et seq., C.R.S.
- 12. No Personal Liability.** No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

- 13. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 14. Binding Contract.** This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.
- 15. Entire Contract.** This Agreement constitutes the entire agreement between the Parties with regard to the Project as defined above and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.
- 16. Counterpart Execution.** This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written (Effective Date). By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[SIGNATURE PAGE FOLLOWS]



**CITY OF FORT COLLINS, COLORADO**

DocuSigned by:  
By: *Kelly DiMartino*  
Kelly DiMartino, City Manager

**ATTEST:**

DocuSigned by:  
By: *Delynn Coldiron*  
FABF36BDAC704F4...

Name: Delynn Coldiron  
Title: City Clerk

**Approved as to form:**

DocuSigned by:  
By: *Madeleine Shehan*  
Madeleine Shehan, Assistant City Attorney

**THE BOARD OF GOVERNORS OF THE  
COLORADO STATE UNIVERSITY SYSTEM,  
ACTING BY AND THROUGH COLORADO  
STATE UNIVERSITY**

Date: Feb 27, 2025

By: *Brendan Hanlon*  
Brendan Hanlon (Feb 27, 2025 08:57 MST)  
Brendan Hanlon, Vice President for  
University Operations

**Legal Review:**

Date: Feb 26, 2025

By: *Brian Anderson*  
Brian Anderson (Feb 26, 2025 14:57 MST)  
Brian Anderson, Associate Legal Counsel  
Colorado State University System