

**EXHIBIT A TO RESOLUTION 2023-067**

**INTERGOVERNMENTAL AGREEMENT  
FOR FUNDING THE COLORADO FRONT RANGE TRAIL-POUDRE RIVER TRAIL SEGMENT**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among Larimer County, Colorado (the “County”) and the City of Fort Collins, (“Fort Collins”), (each a “Party” and collectively, the “Parties”).

**BACKGROUND AND PURPOSE**

- A. Larimer County, in partnership with Fort Collins, Timnath, and Windsor has applied for and received a grant from Great Outdoors Colorado (GOCO) for the completion of the Poudre River Trail (the “Grant”). The Grant will fund construction of gaps in the trail from the Environmental Learning Center in eastern Ft. Collins to River Bluffs Open Space west of Windsor including a spur connection to Windsor’s Kyger reservoir property (the “Project”).
- B. A Project budget for trail construction was approved as part of a Grant agreement with GOCO, Exhibit A. The estimated Project budget is included as Exhibit B, attached hereto and incorporated herein by this reference, and totals \$3,740,402.
- C. Fort Collins’s estimated portion of the Grant allocation is \$1,000,744.
- D. Maps have been developed depicting the Project and each Party’s segments are identified, Exhibit C. Fort Collins’ share of the Project, segments A, B, and C, includes all construction related costs from the Environmental Learning Center to the Colorado Department of Transportation’s (C-DOT) Interstate I-25 (I-25) right-of way on the west of I-25 and a short section east of I-25 between C-DOT right-of way and the existing trail on Timnath property. Timnath’s share of the project, segments D and E, include all construction related costs between the existing trail in the Rendezvous subdivision and the Graves property. Larimer County’s share of the trail, segment F, includes all construction related costs between the northern boundary of the Graves property and the Kyger reservoir property. Windsor’s share of the Project, segment G, includes all construction related costs of the portion of trail and trailhead on the Kyger reservoir property and the connection to River Bluffs Open Space.

## AGREEMENT

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

- 1) As the primary applicant, the County will be responsible for managing the Grant including executing any necessary GOCO grant agreements and accompanying documentation and coordinating all reimbursements.
- 2) Upon execution of this Agreement, Fort Collins shall provide in writing to the County evidence that the Fort Collins City Council has appropriated sufficient funds to satisfy Fort Collins's estimated share of the Project construction costs as set forth herein.
- 3) With respect to its segment of the Project, Fort Collins will comply with and agrees to be bound by the obligations stated in the Grant agreement.
- 4) Each party is responsible for coordinating the design, permitting, construction and any construction related activities to complete the trail segments referenced above.
- 5) The Grant allocation to each Party will not exceed the allocation in the estimated budget. Should costs exceed the estimate, they are the responsibility of the affected Party.
- 6) Fort Collins' portion of the Grant will not exceed \$1,000,744 unless mutually agreed upon.
- 7) The County's portion of the Grant will not exceed \$431,526 unless mutually agreed upon.
- 8) Should the cost of a Party's segment fall below the estimate, GOCO will be consulted, and the Parties will meet to agree upon an equitable disbursement of any remaining Grant funds.
- 9) The Parties shall be each be responsible for coding and paying all Project invoices associated with each Party's segment and will maintain accurate accounts of all Project expenditures including the costs related each segment.
- 10) Fort Collins will submit an invoice to Larimer County for the agreed upon grant allocation within 90 days of completion of Fort Collins's Project segments.

- 11) Reimbursement from GOCO is contingent upon reporting approval and subject to completion of other trail segments.
- 12) If either party fails to comply with any of its obligations hereunder (a "Default"), the non-defaulting Party shall provide written notice of the Default to the defaulting Party. Immediately upon receipt of such notice, the defaulting Party shall promptly proceed to cure such Default within thirty (30) days or, if not able to be cured within thirty (30) days, within such time as agreed upon by the non-defaulting Party. If the defaulting Party fails to cure or remedy the Default within the time period prescribed, the non-defaulting Party may proceed to protect and enforce any or all of its rights and the obligations of the defaulting Party under this Agreement in equity or at law in an action for specific performance or otherwise, or take any other action authorized or permitted under applicable law.
- 13) This Agreement shall remain in force and effect until Fort Collins has completed all its obligations hereunder.
- 14) The parties agree to cooperate in good faith to meet the Grant deadline of March 31, 2025. The parties agree to cooperate in requesting a second extension if deemed necessary by either party.
- 15) To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Parties, it shall be subject to annual appropriation. Neither party shall have an obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
- 16) Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three (3) business days after being sent by certified mail, return receipt requested:

If to the County:

Natural Resources Director  
1800 South County Road 31  
Loveland, CO 80537

With a copy to:

County Attorney  
PO Box 1606  
Fort Collins, CO 80522

If to Fort Collins:

Park Planning & Development Director  
215 North Mason Street

P.O. Box 580  
Fort Collins, CO 80522

With a copy to:

Natural Areas Director  
1745 Hoffman Mill Rd.  
Fort Collins, CO 80524

With a copy to:

City Attorney  
P.O. Box 580  
Fort Collins, CO 80522

- 17) Each Party is solely responsible for the actions and omissions of its officers and employees and shall not be responsible or legally liable for the negligent acts of the other Party or of the other Party's officers or employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
- 18) The parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and of the United States, and imposed upon the Parties by their respective charters and municipal codes, and, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.
- 19) This Agreement, including the GOCO Grant agreement, contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement is for the benefit of the parties, and there is no third party or other intended beneficiaries to this Agreement. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Neither party shall assign this Agreement without the other party's prior written consent. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.
- 20) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature in accordance with C.R.S 24-71.3-101 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FORT COLLINS, COLORADO

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
(Print name)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(Print name)

COUNTY OF LARIMER, COLORADO

By: \_\_\_\_\_  
Jody Shadduck-McNally - Chair

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney