

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND
THE POUDRE SCHOOL DISTRICT FOR THE IRISH ELEMENTARY SCHOOL SAFE
ROUTES TO SCHOOL PROJECT GRANT

This IRISH ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL PROJECT GRANT INTERGOVERNMENTAL AGREEMENT (Agreement) is made and entered into by and between the CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (City), and POUDRE SCHOOL DISTRICT R-1 (District), collectively referred to as the “Parties.”

RECITALS

A. Irish Elementary School, a school in the Poudre School District, is located on the west side of Irish Drive, a residential street in northwest Fort Collins.

B. Many of the streets and roads in this area either lack sidewalks altogether or have substandard sidewalks, and there is a lack of multi-use trail connectivity in this northwestern area of Fort Collins.

C. Irish Elementary School has high numbers of students who bike, walk, or roll to school.

D. Irish Elementary students who live south of the school experience safer routes to school via low-traffic, low-volume residential streets with sidewalks.

E. Irish Elementary students who live north of Vine Drive, a two-lane arterial street one block north of Irish Elementary, must walk along the shoulder of Vine Drive then cross the arterial to get to school, making their journey much more challenging and riskier due to the lack of sidewalk and existing suboptimal crossing at Vine Drive and Irish Drive.

F. The Irish Elementary Safe Routes to School (SRTS) project (Project) has been developed to address these safety concerns presented by the Vine/Irish intersection and by traversing Vine Drive and Irish Drive.

G. The Project’s proposed improvements along the north side of Vine Drive will include a new multimodal sidewalk for both bikes and pedestrians.

H. The Project’s proposed improvements at the Vine/Irish intersection will include a median refuge island and flashing signal for crossing bikes and pedestrians.

I. The Project’s proposed improvements along the west side of Irish Drive will include a new multimodal sidewalk for both bikes and pedestrians, as well as a striped crosswalk at the entrance of Irish Elementary.

J. The City was awarded a Colorado Department of Transportation (CDOT) SRTS grant for the design and construction of the Project, and the SRTS funding became available to the City in the State fiscal year 2026, which began July 2025. Also in 2025, a CDOT Highway Safety Improvement Program (HSIP) grant was awarded to the City for the design and construction of the Rapid Response Flashing Beacon (RRFB) included in the Project.

K. The SRTS grant funds for the Project require an eighty percent to twenty percent (80%/20%) federal to local funding split. The 80%/20% funding split for this award is \$835,000 in federal funds and \$208,750 in local funds. The HSIP grant funds for the Project require a 88.9%/11.1% federal to local funding split. The 88.9%/11.1% funding split for this award is \$28,333 in federal funds and \$3,542 in local funds

L. The City's local match consists of \$337,847 from the Bicycle Community Capital Improvement Program (Bicycle CCIP) business unit, \$119,437 from the Pedestrian Community Capital Improvement Program (Pedestrian CCIP) business unit, and \$25,000 from Larimer County.

M. The District intends to contribute \$75,000 to the Project (District Grant).

N. On MONTH DAY, 2026, the City Council adopted Resolution 2026-XXX authorizing this Agreement and Resolutions 2026-XXX and 2026-XXX also relating to the Project, and on MONTH DAY, 2026, the City Council adopted Ordinance No. XXX, 2026 relating to the Project.

O. The completion of this Project will result in mutual benefits to the City and the District, as well as benefits to the community's public health, safety and welfare, and this Project serves the public purpose of improving transportation infrastructure within the City and accommodating multimodal transportation and safety.

P. The City is authorized to enter into intergovernmental agreements to provide any function, service or facility, as provided in Article II, Section 16 of the Charter of the City of Fort Collins, Colorado Revised Statutes Section 29-1-203, and Colorado Constitution Article XIV, Section 18(2)(a).

Q. The District is authorized to enter into intergovernmental agreements to provide any function, service or facility, as provided in Colorado Revised Statutes Section 29-1-203 and Colorado Constitution Article XIV, Section 18(2)(a).

R. The City and the District have negotiated the following terms and conditions regarding the District Grant funds.

NOW, THEREFORE, in light of the foregoing recitals, which the Parties incorporate into and make a part of this Agreement, and in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement will become effective upon the date of last signature by the Parties and will terminate when all obligations of both Parties have been satisfied, but in no event will the term last beyond June 30, 2028.
2. **Irish Elementary School Safe Routes to School (SRTS) Project District Grant.** The Parties agree the total District funds available for the Project at the time of this Agreement is seventy-five

thousand dollars (\$75,000), and such District Grant, together with interest that may accrue thereupon before expenditure, is intended principally for use by the City for completion of the Project and shall not be diverted to other purposes during the term of this Agreement, or during the useful life of design and construction of the Project.

3. **Party's Obligations.** The District's sole obligation under this Agreement is to provide the District Grant to the City. The District shall have no other responsibilities regarding completion of the Project. The City is wholly responsible for design and construction of this Project. No later than sixty (60) days of signing this Agreement, the City will invoice the District for the District Grant funds. The District shall pay the invoice no later than thirty (30) days of the invoice date.
4. **Project Administrators.** The party representatives set forth below will represent their respective party in all matters affecting this Agreement, and each representatives' representation or approvals will be deemed the positions, representations, or approvals of that respective party, unless and until the other party is informed otherwise in writing:

For the City:
John Gerwel
Title: Civil Engineer I
281 N College Ave.
P.O. Box 580
Fort Collins, Colorado 80522
E-Mail: jgerwel@fortcollins.gov

For the District: Daniel Weaver
Title: Director of Transportation

2407 LaPorte Ave.
Fort Collins, CO 80521-2297
E-Mail: danielw@psdschools.org

All notices, reports and correspondence required by this Agreement will be in writing and delivered to the above-named representatives of the City and the District.

5. **Sole Agreement and Amendments.** This Agreement is the sole agreement between the Parties respecting the subject matter hereof. This Agreement is intended as the complete integration of all understandings between the Parties at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto will have any force and effect whatsoever, unless embodied in a written amendment incorporating such changes properly executed and approved by both Parties.
6. **Assignment.** Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.
7. **Liability.**
 - 7.1. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Parties to the above cited laws.
 - 7.2. Nor by executing this Agreement do the Parties create a multi-year fiscal obligation or create

any other financial obligation not supported by a current appropriation.

8. **No Joint Venture; No Third Party Beneficiaries.** This Agreement does not create any rights in any individual not a party to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
9. **Authority.** Each party, and the undersigned representatives of the same, hereby represent that they are fully and properly authorized and empowered to enter into this Agreement, and to carry out the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Irish Elementary School Safe Routes to School (SRTS) Project Grant Intergovernmental Agreement the day and year last below written.

Date: _____

THE CITY OF FORT COLLINS, COLORADO,
A Colorado municipal corporation

By: _____
Kelly DiMartino
City Manager

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Date: _____

POUDRE SCHOOL DISTRICT

And by: _____
Dave Montoya, Chief Finance Officer, Chief Operations
Officer