

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
FORT COLLINS AND LOVELAND FOR THE FORT COLLINS & LOVELAND
FRONT RANGE PASSENGER RAIL PLANNING STUDY**

THIS AGREEMENT is made and entered into as of the date of last signature below (Effective Date) by and between THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation ("Fort Collins") and THE CITY OF LOVELAND, COLORADO, a Colorado municipal corporation ("Loveland"), (each a "Party" or "City" and collectively, the "Parties" or "Cities").

RECITALS

- A. Fort Collins and Loveland received funding under the Colorado Department of Local Affairs ("DOLA") Energy and Mineral Impact Assistance Fund ("EIAF") program for station location and preliminary design of the Front Range Passenger Rail project ("FRPR"), a new passenger rail system along the Front Range.
- B. The Parties recognize the need to commence a preliminary planning effort ("Study") to align with timing of the FRPR District, an independent government agency with the mission of planning, designing, financing, constructing, operating and maintaining a new passenger rail system along the Front Range.
- C. This Study serves as the catalyst for the Cities to align with the vision established by FRPR District ("District").
- D. Despite the Cities' wish to align with FRPR operations and to meet the District's advanced station planning schedule, the Cities have limited funds to support planning costs.
- E. Fort Collins received a DOLA EIAF grant ("Grant") in the amount of \$200,000 for the Study from which \$125,000 is allocated for Fort Collins and \$75,000 is allocated for Loveland. The total project cost identified in the grant application is approximately \$400,000.
- F. A condition of the Grant is that the Parties provide 50% local matching funds in the amount of \$200,000, of which Fort Collins will contribute \$125,000 and Loveland will contribute \$75,000.
- G. The Parties desire to enter into this Agreement to set forth their respective rights and obligations concerning the Study.
- H. Article II, Section 16 of the Fort Collins City Charter empowers the Fort Collins 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 Article 2 Section 2.4 of the Loveland City Charter and Section 2.08.030 of the Loveland Municipal Code empower the Loveland City Council, by 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.

- I. By Resolution 2025-_____, the Fort Collins City Council authorized the execution of this Agreement, and by Resolution 2025-_____, the Loveland City Council authorized the execution of this Agreement.
- J. The Cities are authorized to enter into intergovernmental agreements to provide any function, service, or facility, pursuant to Colorado Revised Statutes (“C.R.S.”) §29-1-203.
- K. The Parties find that the Study will provide a shared public benefit for the Cities, by leading to improved public infrastructure that will benefit residents and traveling public.

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 promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. General Purpose. The purpose of this Agreement is to document the mutual agreements between Fort Collins and Loveland regarding expenditure of the DOLA EIAF grant and completing the Fort Collins & Loveland Front Range Passenger Rail Planning Study. Specifically, as provided herein, Fort Collins will serve as the lead grantee agency, managing the Grant funds and coordinating with Loveland on its portion of the Study, and the Parties will work jointly to share information and accomplish efficiencies through shared efforts.

2. Fort Collins Obligations.

- (a) Conduct its part of the Study according to the Scope of Work attached hereto and incorporated herein as Exhibit A.
- (b) Within 60 days of signing this Agreement, invoice Loveland for Loveland’s local match funds.
- (c) Use the Grant funds in an amount not to exceed \$125,000 for the Fort Collins part of the Study in accordance with the terms and conditions set forth in the Grant, and in accordance with Exhibit A, and as needed seek proposals from qualified contractors to facilitate portions of the Fort Collins part of the Study.
- (d) Pay any invoices described in Subsection 3(b) below within thirty days of receipt, and coordinate with Loveland’s project manager to review any consultant invoices.

- (e) Record and account for the expenditure of its local match contribution in the amount of \$125,000, and track Loveland's scope and expenditures toward Loveland's local match obligation.
- (f) Once the Fort Collins part of the Study is complete, coordinate with Loveland to assemble and deliver the Study to the Loveland project manager, and the District.
- (g) Assign a project manager for the Study as the point of contact for managing Grant funds, cooperation, and coordination with Loveland. At the onset of this Study, the Fort Collins project manager shall be:

Seth Lorson, Sr. Transportation Planner
slorson@fcgov.com, 970.416.4320

All notices and correspondence shall go to and through the Fort Collins project manager. Fort Collins will notify Loveland if the Fort Collins project manager changes, within fifteen days of the change.

- (h) Issue a joint request for proposal (RFP) for planning services. This RFP will be procured through a joint process, managed by Fort Collins. Before advertising the RFP, Fort Collins will make a draft RFP available for review by Loveland, the Governor's Office, and a cohort of State staff for Front Range Rail and Mountain Rail to ensure allocation of local/state/railroad responsibilities.

3. Loveland Obligations.

- (a) Conduct its part of the Study as a Grant subrecipient supporting Fort Collins's compliance, according to the Scope of Work attached hereto and incorporated herein as Exhibit A.
- (b) Use Grant funds in an amount not to exceed \$75,000 for the Loveland part of the Study in accordance with the terms and conditions set forth in the Grant, and in accordance with Exhibit A, and invoice and provide an accounting to Fort Collins for Loveland's Grant and local match expenditures.
- (c) Loveland's local match funds described in Subsection 2(b) shall be paid to Fort Collins within thirty days of the invoice date.
- (d) Review Fort Collins approval of invoices and accounting for expenditure of Loveland's Grant funds and local match contribution. Review any consultant invoices and within three business days of receiving each consultant invoice, coordinate with Fort Collins's project manager to approve payment.
- (e) Cooperate and participate in any grantee audits, should they occur.

(f) Assign a project manager for the Study as the point of contact for invoicing, cooperation, and coordination with Fort Collins. At the onset of this Study, the Loveland project manager will be:

AnnaRose Cunningham, Sr. City Planner

AnnaRose.Cunningham@cityofloveland.org, 970.962.2553

All notices and correspondence shall go to and through the Loveland project manager. Loveland will notify Fort Collins if the Loveland project manager changes, within fifteen days of the change.

4. Other Provisions.

(a) The Parties agree that all amounts paid or received and their work performed under this Agreement will be governed by all applicable terms, regulations and law contained in, or applicable to, the Study and that this Agreement will not be construed as a waiver of any terms, obligations, privileges or immunities contained therein or otherwise conferred by law.

(b) Beginning on the Effective Date of this Agreement, each Party gives the other Party permission to complete the Study pursuant to this Agreement. Each agrees to cooperate to assemble the final Study outcomes report. Each agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to effectuate the provisions of this Agreement and to complete the Study. Should one Party not complete its part of the Study, that non-completing Party agrees the other Party may proceed to submit the final Study without the non-completing Party's Work.

(c) Liability shall be apportioned as follows:

(i) Each Party will be responsible for all claims, damages, liability and court awards, including costs and expenses incurred as a result of any act or omission of its respective officers, employees, and agents, in performance of this Agreement.

(ii) Nothing herein shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (C.R.S. §24-10-101, *et seq.*) or any other defenses, immunities, or limitations of liability available at law.

(d) The Parties expressly understand and agree that this Agreement will be governed by and its terms construed under the laws of the State of Colorado, Larimer County and the Parties' respective municipal codes. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

- (e) Except as may be otherwise expressly provided herein, 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.
- (f) This Agreement may not be amended except in writing and signed by the Parties.
- (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- (h) This Agreement, along with all exhibits and other documents incorporated herein, constitutes the entire Agreement of the Parties as pertains to the Study and Grant funds.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 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.

THE CITY OF FORT COLLINS,
a Colorado municipal corporation

By: _____ Date: _____
Kelly DiMartino, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

THE CITY OF LOVELAND,
a Colorado municipal corporation

By: _____ Date: _____
Jacki Marsh, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Exhibit A
Project Scope of Work

The project includes the following elements, as further described in the project description paragraph below from the Grant application:

- Community engagement
- Identification of prospective station locations with consideration for phasing between Joint Service and long term Front Range Passenger Rail
- Preparation of preliminary site plans and operations analysis
- Evaluation of economic impacts
- Development of scenarios for right-of-way acquisition
- A detailed financial plan for long-term funding needs, and
- A final report of the completed study identifying locations of Front Range Passenger Rail Stations in the cities of Fort Collins and Loveland.

This initial planning effort includes identifying suitable station sites within each city, and for each city to engage the community to determine a final site, providing a preliminary operations analysis, creating preliminary site plans, evaluating economic impacts, conducting a pre-National Environmental Policy Act (NEPA) process, developing scenarios for right-of-way (ROW) acquisition, and advancing a detailed financial plan for long-term funding needs. This collaborative planning effort will support future final design and construction of FRPR stations in Fort Collins and Loveland, aligning with the goal of the FRPR District to provide intercity passenger rail service from Pueblo to Fort Collins.