

RESOLUTION 2015-102
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF LOVELAND FOR THE PURPOSE OF
SHARING THE COST RELATED TO THE DESIGN PHASE OF THE
POLICE REGIONAL TRAINING FACILITY

WHEREAS, the City Council has on this date adopted Ordinance No. 138, 2015, appropriating prior year reserves in the General Fund for the design of a Police Regional Training Facility in cooperation with the City of Loveland; and


WHEREAS, Fort Collins and Loveland staffs have negotiated an intergovernmental agreement by and between the City of Fort Collins and the City of Loveland to outline how the two cities will share the cost of the preliminary design, design development, construction drawings, and construction administration relating to the construction of the Police Regional Training Facility; and

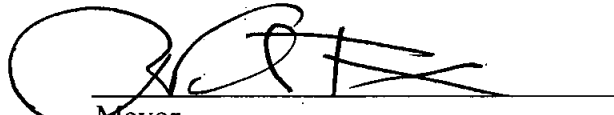
WHEREAS, City Code Section 1-22 requires, with certain exceptions, intergovernmental agreements to be submitted to the City Council for review and approval by ordinance or resolution; and

WHEREAS, the City Council has determined that the Police Regional Training Facility is in the best interests of the City and that the Mayor should be authorized to execute an intergovernmental agreement in support thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Mayor is hereby authorized to execute an intergovernmental agreement between the City of Fort Collins and the City of Loveland for the purpose of sharing the cost related to the preliminary design, design development, construction drawings, and construction administration of the Police Regional Training Facility, in substantially the form attached hereto as Exhibit "A", with such additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purpose of this Resolution.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 17th day of November, A.D. 2015.

ATTEST

Deputy City Clerk


Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF LOVELAND
AND FORT COLLINS, COLORADO FOR THE SHARING OF THE COST OF THE
PRELIMINARY DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DRAWINGS,
AND CONSTRUCTION ADMINISTRATION RELATING TO THE CONSTRUCTION OF
A REGIONAL TRAINING CAMPUS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, between THE CITY OF LOVELAND, COLORADO, a municipal corporation, hereafter "Loveland," and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereafter "Fort Collins," and hereinafter collectively referred to as "Cities".

WITNESSETH:

WHEREAS, the Cities are each home-rule municipalities that maintain police departments to provide law enforcement services to their respective citizens and employ police employees who participate in ongoing training regarding weapons and vehicle use in order to maintain and improve the skills necessary to perform police functions; and

WHEREAS, currently each of the Cities' police employees conduct weapons training and vehicle/driver training separately and combining such training at one facility will create cost efficiencies for both police departments; and

WHEREAS, Loveland considers it a priority to plan, construct and operate a public safety training campus and improvements thereto that will better meet the needs of the Loveland Police Department and the northern Colorado community as a whole; and

WHEREAS, Fort Collins agrees that a centralized public safety training campus for use by law enforcement agencies serving the northern Colorado community would benefit the citizens of Fort Collins and, therefore desires to partner with Loveland in the preliminary design, design development, construction drawings and construction administration of a public safety training campus; and

WHEREAS, it is the Cities' intent that the public safety training campus would serve as a regional training facility for several other governmental agencies in and around Colorado's Northern Front Range, including Larimer County Sheriff, Weld County Sheriff, Greeley Police, Windsor Police, Colorado State University Police, and others; and

WHEREAS, pursuant to Section 29-1-203 of the Colorado Revised Statutes, the Cities are authorized by law to contract with one another to provide for the joint exercise of any function, service or facility lawfully authorized to each of the Cities if such contracts are approved by their governing bodies; and

WHEREAS, it is the Cities' intent that the regional public safety training campus will be owned, designed, constructed, operated, maintained, and managed jointly by the Cities, with other

agencies paying the Cities for their use of the facilities; and

WHEREAS, the Cities have participated in extensive discussions and other activities focused on planning, developing, and establishing a regional training campus, including budgeting and appropriating approximately \$1.620 million dollars by the Cities to complete Phase 1; and

WHEREAS, the Cities seek by this Agreement to memorialize the terms on which they have agreed, in a collaborative manner, to engage in the design of a regional training campus, with the intent that their collaborative undertaking shall continue for many years to come and include the construction, operation and management of the campus.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Mutual Undertaking. The parties agree that the construction and ownership of the regional training campus ("Training Campus") will be a mutual undertaking between the Cities, with construction, ownership, operation and management responsibilities and authority to be determined by the Cities at a future date.

2. Training Campus Phase 1 Funding. Each City acknowledges that funding for the preliminary design, design development, construction drawings and construction administration of the Training Campus will be necessary and each City agrees to fund Phase 1 of the Training Campus project as provided herein.

A. Phase 1 of the Training Campus project shall include:

- preliminary design,
- design development,
- construction drawings and construction administration.

B. The Cities agree to equally share the cost of completing Phase 1 of the project. Any financial commitment made by the Cities to third parties in furtherance of this Agreement shall either be supported by existing appropriations or upon the future appropriation of necessary funds by the Cities. Financial contributions to fund Phase 1 of the Training Campus project shall be shared equally between the Cities and shall not exceed a combined cost of \$1.62 million except upon completion of the construction drawings both parties must approve continuation of Phase 1 before start of any construction administration activities or associated costs. The not to exceed combined cost for Phase 1 includes \$1.3 million, plus \$320,000 for construction administration.

C. Fort Collins will pay its share of the cost of Phase 1 into the designated Loveland account to be used by Loveland for the Phase 1 funding upon invoice from Loveland. Loveland shall provide finance and accounting administrative services for each budget year until the funds have been fully expended.

D. Loveland may collect, hold, and disburse funds belonging to Fort Collins only as an

agent of Fort Collins, and subject to the general duties and responsibilities of an agency relationship. Accordingly, Loveland shall, with respect to such funds of Fort Collins, be under the control of Fort Collins Financial Officer and shall make monthly reports to such Financial Officer not later than ten (10) days after each month, which reports shall contain a detailed accounting of all such funds collected, held, invested and disbursed by Loveland for the period of time covered by such report.

E. The financial obligations of the Cities under this Agreement are subject to the annual appropriation by each City Council of sufficient funds therefor, which appropriations shall be in the Cities' sole discretion.

F. Each party will appoint a Project Manager/Representative who shall be responsible for communicating decisions of his or her respective Party to the other Party regarding those matters calling for a joint decision in this Agreement.

3. Provision of Administrative Services.

A. It is agreed that the Cities shall provide Administrative Services to Phase 1 of the Training Campus project and each City is responsible for its own costs in doing so. It is agreed that such services shall include but shall not be limited to, personnel, salary and benefits administration, legal services, accounting, budget preparation assistance, engineering, risk management, purchasing and other similar administrative services. All employees of each City who perform any services in relation to the Training Campus and this Agreement shall remain the employees solely of the City which employed them to perform such services and not of the other City. The employing City shall be solely responsible for all pay and benefits, including workers' compensation coverage, for its employees.

B. The parties agree that Loveland may enter into purchasing, consulting and other contracts pertaining to Phase 1 of the Training Campus project on behalf of both Cities as sole signatory except that both Cities must approve any lease or other agreement for possession and use of property for the Training Campus prior to execution of such lease or agreement. Prior to entering into any contract or contract change, Loveland will provide Fort Collins with reasonable opportunity to review and provide input and will obtain Fort Collins' approval of the contract or contract change. Unless otherwise agreed to by the Parties, all contracts executed by Loveland pertaining to Phase 1 shall include Fort Collins as an additional insured under any insurance policies in amounts mutually agreed by the parties. Each City may participate equally in the vendor selection process in accordance with a competitive purchasing process mutually agreed by the parties.

C. In Phase 1, pursuant to Article 3 of the AIA Agreement between Loveland and the Architect dated as of _____, 2015, the Architect is required to provide certain deliverables and notices to Loveland for approval. Such deliverables include but are not limited to Article 3, paragraphs 3.1.3 (schedule); 3.2.4 (Preliminary Design); 3.2.5/3.2.7 (Schematic

Design); 3.2.6 (Cost of the Work); 3.3.1/3.3.3 (Design Development Documents); 3.4.1 (Construction Documents), 3.4.5 (Construction Documents and Cost of Work). Loveland shall provide Fort Collins with reasonable opportunity, not to exceed 10 business days to review and provide input for all such deliverables.

4. Future Provisions for the Construction, Ownership, Operation, Maintenance and Management Phases of the Training Campus. It is the intent of the parties that due to the investment by each City into Phase 1 of the Training Campus project, upon completion of Phase 1 of the Training Campus project, the Cities shall enter into a separate intergovernmental agreement wherein each City's rights, obligations, and responsibilities, including funding obligations, with regard to the construction, ownership, ongoing operation, maintenance and management phases of the Training Campus project will be specified.

5. Term, Modifications, Extensions. This Agreement shall remain in full force and effect through completion of Phase 1 of the Training Campus project which is anticipated to take approximately ten months through the construction drawings component, unless earlier terminated by mutual written agreement of the parties or as set forth below. This Agreement may be modified only by the written agreement of the parties except that it may be extended either by written agreement of the parties or automatically for a one year period by virtue of each City, in its respective annual budget, having appropriated funds to support Phase 1 of the Training Campus project for the ensuing budget year in accordance with the provisions of this Agreement.

6. Termination.

A. If either party fails to perform its obligations under the terms of this Agreement, the non-defaulting party may provide the defaulting party with written notice of the nature and extent of the default. If the default remains uncorrected after thirty (30) days from the date the notice is received, then the non-defaulting party may elect to bring an action for specific performance, or to pursue any other remedies provided for in this Agreement or available at law or equity.

B. If the parties fail to reach agreement upon any decision which must be reached by mutual agreement under this Agreement, either party may terminate this agreement upon not less than thirty (30) days written notice to the other party. Each party will equally share and be obligated to pay any financial costs related to Phase 1 that have incurred up to the date of termination.

C. The Cities are committed to negotiating in good faith in attempting to reach the agreements that are called for in this Agreement.

7. Notices. Any notice, request, demand, consent, or approval, or other communication required or permitted hereunder, shall be in writing and shall be deemed to have been given when personally delivered, faxed, emailed, or deposited in the United States mail with proper postage and addressed as follows:

If to Loveland:

Chief of Police
Loveland Police Department
810 E. 10th Street
Loveland, CO 80537

City Manager
with a copy to: Loveland City Attorney
City of Loveland
500 E. 3rd Street
Loveland, CO 80537

If to Fort Collins:

Chief of Police
Fort Collins Police Services
2221 S. Timberline Road
Fort Collins, Colorado 80525

City Manager
with a copy to: Fort Collins City Attorney
City of Fort Collins
300 LaPorte Avenue
P.O. Box 580
Fort Collins, CO 80522

8. Relationship of Parties, Non-liability of Individuals, Benefit, No Assignment. The parties enter into this Agreement as separate, independent governmental entities and maintain such status throughout. No officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his, her or their execution or attempted execution of the same. This Agreement is made for the sole and exclusive benefit of the Cities, their successors and assigns, and is not made for the benefit of any third party. The parties covenant and agree that they will not assign this Agreement, any interest or part thereof or any right or privilege pertinent thereto, without written consent of the other party first having been obtained.

9. Entire Agreement/Ambiguities. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and executed by both parties. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.

10. Applicable Law, Severability. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

11. Counterpart Signatures. The parties agree that counterpart signatures of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS HEREOF, this Intergovernmental Agreement has been executed that day and year first above written.

THE CITY OF LOVELAND, COLORADO
A Municipal Corporation

ATTEST:

Deputy City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Assistant City Attorney

THE CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

ATTEST:

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Fort Collins City Attorney