

RESOLUTION 2020-041
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT WITH COLORADO STATE UNIVERSITY FOR
A COMMUNITY LIAISON SPECIALIST

WHEREAS, in 2001, the City of Fort Collins and Colorado State University (“CSU”) entered into an Intergovernmental Agreement to create a Community Liaison Coordinator position to promote community-building and neighborhood cooperation, education and coordination within the City; and

WHEREAS, it is in the best interests of both the City and CSU to continue with this position, which will now be referred to as a Community Liaison Specialist (CLS), and to update the Intergovernmental Agreement; and

WHEREAS, both entities will continue to fund this position; and

WHEREAS, the City desires to continue to allocate funds to CSU to support the salary and program operating expenses for this position; and

WHEREAS, a proposed Intergovernmental Agreement providing for the joint funding, purposes, and administrative arrangements for the CLS through 2029, attached hereto as Exhibit “A” and incorporated herein by this reference (the “IGA”), has been negotiated by staff and agreed to by all parties; and

WHEREAS, the City funds required for the CLS for 2020, in the total amount of \$65,000, have been appropriated and are available in the Neighborhood Services Office operating budget; and

WHEREAS, City funds required for future fiscal years through 2029, which are contingent upon future appropriation, will be included in the proposed budget for the Neighborhood Services Office for those years; and

WHEREAS, Article II, Section 16 of the City Charter and Section 29-1-203, C.R.S., provide that the City Council may enter into agreements with other governmental bodies for the performance of cooperative or joint activities; and

WHEREAS, under Section 1-22 of the City Code the proposed IGA requires City Council review and approval because it requires a direct monetary payment by the City of over \$50,000.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Mayor is hereby authorized to execute the IGA between the City and Colorado State University, in substantially the form set forth on Exhibit "A", together with such modifications and additional terms as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to effectuate the purposes of this Resolution or protect the interests of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 5th day of May, A.D. 2020.

DocuSigned by:
Wade Troppell
F972F432DED1484...

Mayor

ATTEST:

DocuSigned by:
Silvia Calderon
DA94696740DA4BA...

City Clerk

**INTERGOVERNMENTAL AGREEMENT CONCERNING COLORADO STATE
UNIVERSITY COMMUNITY LIAISON SPECIALIST**

THIS AGREEMENT is entered into this ____ day of ____, 2020, by and between COLORADO STATE BOARD OF GOVERNORS, acting by and through Colorado State University for Off-Campus Life, (“CSU”) and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (the “City”).

W I T N E S S E T H:

WHEREAS, the City’s Neighborhood Services Office has been created to promote community-building and neighborhood cooperation, education and coordination within the City; and

WHEREAS, the City’s Neighborhood Services Office activities are of a local, and at times, multi-entity and inter-departmental in nature; and

WHEREAS, the City desires to encourage positive relationships between student and non-student residents in neighborhoods in the City; and

WHEREAS, CSU desires to support its students living off campus and promote positive neighborhood relationships between students and other City residents; and

WHEREAS, it is in the best interests of both the City and CSU to initiate and financially support a staff position, Community Liaison Specialist, funded by both entities to create and support community building in predominately student populated neighborhoods; and

WHEREAS, on July 17, 2001, Council adopted Resolution 01-88 authorizing the Mayor to execute an Intergovernmental Agreement to create a Community Liaison Coordinator position; and

WHEREAS, on May 5, 2020, Council adopted Resolution 2020-041, authorizing the Mayor to execute an Intergovernmental Agreement to fund the Community Liaison Specialist position; and

WHEREAS, the City desires to continue to allocate funds to CSU to support the salary and program operating expenses for the position of Community Liaison Specialist.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereafter provided and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Services/Term.** The City agrees to provide financial support and services to CSU as are described in paragraph 2, upon the terms and conditions herein. The term of service to be provided by the City to CSU under this Agreement shall commence on January 1, 2020 and continue for consecutive one-year terms ending on December 31, 2029, unless sooner terminated, subject to the terms and conditions herein. This Agreement may be terminated, without cause, by either party upon the giving of not less than sixty (60) days advance written notice to the other party.

2. **Financial and Support Services.** In providing financial and support services to CSU for the Community Liaison Specialist (“CLS”) position, the City agrees to perform the following:

- a. Upon invoice, the City will reimburse CSU one-half of the actual cost of salary and benefits for the CLS position;
- b. Payments will be made quarterly beginning January 1, 2020 upon invoice from CSU to the City, and payments shall be due and payable thirty (30) days after invoice;
- c. The City will provide office space, computer, and telephone service for the CLS in the Neighborhood Services Office. It is understood that the CLS will also maintain an office on campus at CSU’s expense;
- d. The Parties agree to provide to the CLS, subject to applicable laws, including FERPA, the Colorado Open Records Act, and the Criminal Justice Records Act, the names, addresses and telephone numbers of neighborhood residents and representatives and student residents living off campus to the CLS;
- e. The City will participate in providing professional development opportunities as mutually agreed upon by the parties for the CLS in conjunction with CSU; and
- f. The City will pay a portion of specific program expenses as mutually agreed upon from time to time by the Parties.

3. **Indemnification.** Each Party shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by either Party of its governmental and sovereign immunities, as an express or implied acceptance by either party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. Neither CSU nor the City is authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

4. **Additional terms and conditions:**

a. It is expressly understood that the CLS is an employee of CSU and CSU shall pay one hundred percent (100%) of the salary, benefits (including worker’s compensation benefits), pension costs, and any other employment costs of said employee as said costs are incurred on behalf of CSU. The City shall be responsible for reimbursing CSU in the

amount and manner set forth above in paragraph 2.

b. CSU will be responsible for the hiring, discipline and firing of said employee. In exercising these responsibilities, CSU shall consult with the City. The City will provide input and feedback to the CLS and the CLS's supervisor and shall participate in reviews, evaluations and planning for the CLS position. The City shall regularly advise CSU of said employee's work performance and shall immediately report to CSU any instances of alleged misconduct or discrimination. The Parties shall fully cooperate with each other in the investigation of any allegations of misconduct or discrimination.

c. For the purposes of this Agreement, CSU hereby designates the Director of Off-Campus Life as its representative. The City designates the Neighborhood Services Manager as its representative. Either party may change its designated representative at any time by written notice.

d. This Agreement shall not be assigned, enlarged, amended, extended, modified, or altered, except in writing, signed by the Parties as an amendment hereto.

e. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach hereof.

f. This Agreement and the obligations of the parties hereunder, are expressly contingent upon the City budgeting and appropriating the funds needed to fulfill the City's obligations hereunder.

g. No terms or conditions in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act.

5. **Liability.** As an employee of CSU, any liability which may accrue under the provisions of the Colorado Governmental Immunity Act, CRS Section 24-10-101 *et seq.* on account of a negligent or other tortious act or omission by the CLS while performing duties shall be imposed upon CSU. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that CSU may have under the Act referenced above.

6. **Property.** Any property of the City that is used by the CLS shall be identified as property of the City and shall be returned to the City in the same condition, less normal wear and tear, upon termination of this Agreement.

7. **Notice.** Any notice required to be delivered in writing pursuant to this Agreement, said notice shall be hand-delivered or delivered via US Mail, postage prepaid addressed as follows:

If to the City:

Neighborhood Services Manager
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

With a copy to:
City Attorney's Office
PO Box 580
Fort Collins, CO 80522

If to the University:

Colorado State University: Director of Off-Campus Life
Lory Student Center
Colorado State University
Fort Collins, CO 80523

In addition, a copy of any notice to CSU concerning the validity or enforcement of any provision of this Agreement or any dispute arising hereunder, shall also be sent to:

Office of the General Counsel
01 Administration Building
Colorado State University
Fort Collins, CO 80523-0006

8. **Financial Obligations.** All financial obligations of CSU incurred pursuant to this Agreement are expressly contingent upon CSU receiving funding appropriate for such expenditure from either the United States government, the government of the State of Colorado, or another authorized source. All financial obligations of the City incurred pursuant to this Agreement are expressly contingent upon the appropriation of funds therefore by the City Council of the City. Individual members of the Council are not assessable and have no fiscal responsibility to meet the financial obligations of this Agreement.

9. **Third Party Beneficiaries.** 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.

10. **Authority.** The persons who have signed and executed this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.

11. **Entire Understanding.** This Agreement shall be construed according to its fair meaning and constitutes the entire understanding and agreement between the parties hereto pertaining to the matters addressed in this Agreement.

12. **Default.** A party will be considered in default of its obligations under this agreement if such party should fail to observe, comply with, or perform any term condition or covenant contained herein and such failure continues for thirty (30) days after the non-defaulting gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice and may seek such other and further relief as may be provided by law.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

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

By: _____
Blanche Hughes, Vice President for
Student Affairs

Date: _____

APPROVED:

By: _____
Director of Off-Campus Life

APPROVED AS TO FORM:

By: _____

CITY OF FORT COLLINS, COLORADO,
a municipal corporation

By: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney