

**JOINT USE AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND POUFRE RIVER PUBLIC  
LIBRARY DISTRICT  
REGARDING THE SOUTHEAST COMMUNITY CENTER COMMON AMENITIES**

THIS JOINT USE AGREEMENT (“**Agreement**” or “**Joint Use Agreement**”) effective \_\_\_\_\_, 2026, is between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (“**City**”) and the POUFRE RIVER PUBLIC LIBRARY DISTRICT, a political subdivision of the State of Colorado (“**Library District**”), referred to individually as a “Party” and collectively referred to as “Parties.”

**RECITALS**

A. *Colorado Constitution*, Article XIV, Section 18 and § 29-1-201, of the Colorado Revised Statutes (C.R.S.), *et seq.*, and, for the City, Article II, Section 16 of the Fort Collins City Charter, provide for and encourage political subdivisions or agencies of the State to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized to each, including sharing of costs, imposition of taxes, or incurring debt.

B. The Parties have a lengthy history of working together to establish library facilities in the Fort Collins community. In December of 2007, the Parties executed an IGA memorializing its collaboration and specific services the City would provide to the Library District’s facilities, like custodial services (“2007 IGA”).

C. The Library District and City have entered into various agreements regarding the Southeast Community Center and desire to memorialize the intended joint use of the common amenities of that facility.

D. On February 20, 2024, the Parties executed an Intergovernmental Agreement (“Initial IGA”) regarding the Southeast Community Center, which stated the Library District and City will negotiate and enter into separate agreements regarding the Library Branch and the ongoing maintenance and operation of the real property and facilities.

E. The Parties intend this Agreement to satisfy the requirement of the Initial IGA described in Recital D regarding the joint use of the Common Amenities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in the Initial IGA the Parties have entered into this Agreement.

## AGREEMENT

**I. Definitions.** To promote clarity the definitions below are largely the same as the definitions contained in the Initial IGA, with clarifications given the furtherance of the overall Project and some additional new defined terms or expanded definitions of original terms that are specific to this Agreement.

- A. **Aquatics Facility**: the indoor lap pool and related facilities and amenities and the all elements of an outdoor/indoor Leisure Pool, as defined in the initial IGA, with water slides, sprays and jets, decks, a lazy river and open swimming area as part of the Community Center.
- B. **Common Amenities**: as defined in the Initial IGA and further limited hereby as the “Joint Use Spaces”.
- C. **Joint Use Spaces**: Common Amenities covering the areas available to the Parties including:
  - 1. **Outdoor Joint Use Spaces** including, but not limited to, sidewalks, bike racks, parking lot, trees and vegetation on the Land surrounding the Community Center as Identified and depicted on the preliminary Site Plan attached as **EXHIBIT A** as those spaces appear on the Final Site Plan.
  - 2. **Indoor Joint Use Spaces** including, but not limited to, corridors, lobbies, restrooms, mechanical areas, innovation spaces and community rooms, and other spaces intended to serve both the Public Library, Library District and Community Center facilities identified and depicted on the preliminary Building Design Plan attached as **EXHIBIT B** as those spaces appear on the Final Building Design Plan.
- D. **Community Center**: the Southeast Community Center, including the Aquatics Facility, Library Branch and other facilities to serve a community purpose.
- E. **Effective Date**: the date the Agreement is fully executed by all Parties.
- F. **Land or Site**: Approximately 10 acres preliminarily depicted on **Exhibit A** and identified as Larimer County Assessor’s Parcel No. 8604000904 that the City acquired pursuant to the Initial IGA.

- G. **Lease**: The Lease Agreement executed contemporaneously with this Joint Use Agreement. The Lease will not be effective unless separately executed and approved as required by City Charter.
  - H. **Leased Property**: the property covered by the Lease depicted on the preliminary Building Design Plan attached as **EXHIBIT A** as that space appears on the Final Building Design Plan.
  - I. **Library Branch**: the public library facility, amenities and operations meeting the definitions promulgated by the Office of Colorado State Librarian and providing community meeting spaces with access to information of all kinds and programming that fosters reading, lifelong learning, innovation and creativity operating on the Leased Property.
  - J. **Design and Construction IGA**: the IGA executed contemporaneous with this Agreement memorializing the Parties obligations for the design, construction, operation, and cost sharing of the Project.
  - K. **Initial IGA or Originating IGA**: the initial IGA executed on February 20, 2024, by the City, School District, and Library District memorializing the initial plans for the Community Center.
  - L. **Project**: the acquisition of land, planning, design, construction and furnishing of the facilities encompassing the Community Center.
- II. Purpose of Agreement.** The purpose of this Agreement is to establish and formalize the understanding between the City and Library District regarding the efforts of both in establishing the Project to benefit the community at large and use, operation, and maintenance requirements of the Joint Use Spaces. The Parties acknowledge that the final plans and specifications agreed upon in writing by the Parties towards the completion of the Project will control if they are inconsistent with the preliminary plans attached to this Agreement.
- III. Term and Termination of Agreement.**
- A. This Agreement will commence as of the date of mutual execution and will remain in effect for the same term as the Lease, unless the Parties agree, in writing, to terminate this Agreement earlier than the Lease. In the event of any conflict between this Agreement and the Lease regarding possession or control of the Library Branch premises, the Lease will control. In the event of any conflict regarding operation, maintenance, or use of the Joint Use Spaces, this Agreement will control.

- B. Notwithstanding any other term or provision of this Agreement, the parties' obligations subject to their respective budgeting processes and to appropriation of sufficient funds for each fiscal year the Agreement is in effect. Failure to meet the requirements of this Agreement due to non-appropriation will not constitute a breach of this Agreement.
- C. The City may terminate this Agreement without penalty if the Library District fails to make any payment to the City required in the Design and Construction IGA.

#### **IV. Utilities**

- A. The City will provide and maintain in good working condition all reasonable utility services for the Community Center, including natural gas, water, sewer, electricity, and other utility services if needed and as needed. As used herein, "reasonable" utility services are equivalent to those customarily used by the City in its recreation buildings of a similar size and do not include utilities used to fuel or power vehicles.
- B. The City will invoice the Library District for the Library Branch's utility services. The Library District is responsible for all costs associated with the Library Branch facility utility services. Prior to the end of construction, the Project's commissioning agent shall prepare an estimate of the potential utility costs using the energy model created for the Project, showing what utility costs might be expected for the Community Center with breakout for the Library Branch, Joint Use Spaces, and remaining areas of the Community Center. The estimate will be used to assess utility costs to the Library District for only utilities that are not able to be metered and will incorporate the agreed upon split for the Joint Use Spaces. The Library District and City further agree to meet within three (3) months of the Community Center opening to review actual utility usage and determine an equitable cost for the Library District's portion of the monthly utility costs. The Library District and City agree to revisit the utility costs at least annually.
- C. The Library District will be responsible for its own telephone, data, and other communications services. The Library District will be responsible for the costs related to such services but the City will not charge the Library District a recurring connection fee for delivery of service to the Library Branch.
- D. The City will invoice the Library District for its share of the Joint Use Spaces utility services. The Library District's cost share for the Joint Use Space utility services will

be thirty percent (30%) of the total cost and the City, or its partners, being responsible for the remaining seventy percent (70%).

- E. The Library District agrees that the City will not be liable for failure to provide such services during any period when the City uses reasonable diligence to supply the same, it being understood that the City reserves the right to temporarily discontinue services at such times as may be necessary when, by reason of accident, unavailability of employees, strikes, repairs, alterations or improvements, or whenever by reason of strikes, walkouts, acts of God, or any other event beyond the control of the City, the City is unable to provide the same.

**V. Scheduling and Priority Use of Meeting and Community Rooms.**

- A. The Parties will work to create a schedule for use of meeting and community rooms annually. This schedule will be revisited as necessary for any adjustments needed. After the Parties have agreed upon this schedule all remaining open time slots will be available for other uses. Both parties will notify the other if they will not be using any of their dedicated time, allowing the other Party to make those times available for their own purposes. The Library District will not enter into any rental agreements for any of these spaces.
- B. Library Priority Access and Control. The Library District will have priority access to Rooms 1 and 3 identified in the Building Design Plan. The Library District will be responsible for and control the scheduling and use of the Joint Use Spaces identified on the Building Design Plan as Rooms 1 and 3 when the City has not reserved them, and all remaining meeting rooms in the Library Branch.
- C. City Priority Access and Control. The City will have priority access to all remaining Joint Use Spaces, including the “innovation rooms” identified as Rooms 2 and 4. The City will be responsible for and control the scheduling for the Joint Use Spaces identified on the Building Design Plan as Rooms 2 and 4 when the Library has not reserved them. The City will have the option to rent out any of the four rooms when not used by the Library. The City will coordinate the details with the Library when it involves Rooms 1 or 3.

**VI. Access and Security.**

- A. If either Party feels that security is necessary, the Parties agree that the Library District’s Deputy Director and the City’s Deputy Director of Community Services will engage in good faith negotiations. Unless an alternative cost share is agreed upon, the Library District agrees that it will pay fifty percent (50%) of these costs as its cost share for ongoing costs associated with the Community Center’s security. The City and its partners will pay the remaining fifty percent (50%).

- B. Access to the Joint Use Spaces will be provided to the Library District's designated staff at all times. The Parties agree to advise one another of regular operating hours to provide consistent information to Community Center patrons. The Parties agree that they will communicate with each other regarding any events planned outside of normal hours and coordinate with the other Party as necessary.

**VII. Ongoing Furnishing, Equipment, and Supplies.** The Parties will coordinate with each other, and the design team, to choose appropriate furnishings, equipment, and supplies for the Joint Use Spaces. The furnishings, equipment, and supplies will follow the overall design of the Community Center. The furniture, equipment, and supplies are intended to remain in their assigned spaces. The Library District's share of ongoing maintenance, initial purchase, and replacement of furnishing, equipment, and supplies within the Joint Use Spaces is thirty percent (30%) of the total cost, with the City, or its other partners, paying the remaining seventy percent (70%).

**VIII. Cost Share for Ongoing Maintenance and Operation.** The City will be responsible for scheduling and performing ongoing maintenance of the Joint Use Spaces that are not also in the Leased Property. The City agrees to perform such maintenance as may be required to sustain the proper functioning of the improvements constructed as part of the Joint Use Spaces for their useful life. The Library District agrees that its share for ongoing maintenance for the Joint Use Spaces is thirty percent (30%) of the total cost, with the City, or its other partners, paying the remaining seventy percent (70%).

**IX. Custodial Services.** The City will select a current City contractor from a recent RFP to perform custodial services, including but not limited to waste removal, recycling, window washing, and interior cleaning services, for the Community Center, including the Library Branch. The chosen vendor will be required to clearly separate costs associated with the Joint Use Spaces and the Library Branch. The Library District agrees that its share for ongoing custodial services for the Joint Use Spaces is thirty percent (30%) of the total cost, with the City, or its other partners, paying the remaining seventy percent (70%). The Parties agree to annually review this cost share and make alterations as mutually agreed and to follow the parameters set out in the 2007 IGA regarding custodial services and maintenance. The Library District agrees that its share for ongoing custodial services for the Library Branch is one hundred percent (100%).

**X. Outside Joint Use Spaces.** The City provides the Library District with the right to utilize, in common with the City and PSD, the Outside Joint Use Spaces. The City, PSD and the Library District will not have any reserved parking spaces and parking is "first come, first serve." The Library District will pay thirty percent (30%) of the cost of ongoing

maintenance for the Outside Joint Use Spaces including snow removal. The City, and its partners, will be responsible for the remaining seventy percent (70%) of costs.

- XI. Inspection and Notice of Damages to Joint Use Spaces.** The Parties agree that **Exhibit C**, the Notice of Damages to Joint Use Spaces, outlines the procedure the Library District will follow when its employees or volunteers become aware of any damage to or in the Joint Use Spaces. The Parties will meet annually to review this procedure to determine if any amendments are necessary.
- XII. Restitution and Repair of or in Joint Use Spaces.** Each Party is responsible for any damage caused by its staff or volunteers. If the source of the damage is unknown, or if it is caused by a Community Center patron, the Parties' default cost share will be thirty percent (30%) Library District and seventy percent (70%) for the City and its partners. If the Parties disagree on this cost share for specific damage, they will enter into good faith negotiations regarding responsibility. The Parties will ensure all staff and volunteers fully participate in any law enforcement investigation or subsequent prosecution/litigation that ensues to obtain a court order for restitution from the individual who caused the damage.
- XIII. Rules and Regulations of the Community Center.**
- A. The Parties agree that the City's Recreation Facility Rules and Regulations, as adopted and updated by the City from time to time during the term of this Agreement, will be the controlling directives for the Joint Use Spaces, and all other sections of the Community Center outside of the Library Branch. The current form of the Recreation Facility Rules and Regulations are attached hereto as **Exhibit D**. The current form of the Library District's Behavior Rules are attached hereto as **Exhibit E**. When practical, the Parties agree to avoid inconsistent rules and regulations. The Parties will collaborate on Community Center rules and regulations that will be made easily accessible to the public.
  - B. The City will establish and implement the facility rules and regulations within the Community Center, except for behavior or conduct within the Library Branch. The Library District will ensure its staff and volunteers understand and have a copy the current facility rules and regulations throughout the term of this Agreement and understand that if they witness any violations of these rules that they must contact City staff. The City retains full authority over the enforcement procedures for these rules; however, the City will ensure the Library District is informed of any enforcement action that directly impacts the Library Branch.
  - C. The Library District will enforce its policies and procedures within the Library Branch. The Library District will keep the City apprised of any enforcement action

that includes a restriction on a patron's ability to enter the Library Branch. The Parties agree that if either Party suspends a patron from any part of the Community Center they will notify the other Party and that patron will be suspended from the entire Community Center. Each Party agrees it is solely liable for a suspension decision made by their employees or agents, unless the decision is jointly made by the Parties.

**XIV. Library District Payment of Cost Share.** The City will invoice the Library District for its agreed cost share for maintenance and operation costs. Nothing herein creates a fiduciary relationship.

- A. The City will review all vendor and equipment/furniture invoices for the Joint Use Spaces, determine appropriate payment, confirm completion of the service and timely pay or otherwise protest payment to all contractors, materialmen and suppliers in the manner deemed most efficient by the City. Any invoiced payment solely related to the Library Branch will be forwarded to the Library District for payment through the Library District's process.
- B. The City will, at the City's convenience, accumulate contractor invoices, identify entries that are the responsibility of the Library District as described above and bill the Library District for the identified items with payment due within thirty (30) days.
- C. The Library District will have fifteen (15) days to review and dispute any items identified as Library District responsibility for payment. The Parties will work in good faith to resolve any disputes through the process outlined below.

**XV. Default; Dispute Resolution.** If either party defaults in its obligations under the terms of this Agreement, the non-defaulting party may give the defaulting party written notice specifying the nature of the default. If the defaulting party has not cured the default within thirty days, or for default reasonably requiring more than thirty days to effect a cure, has not commenced a cure within thirty days and pursued it with diligence, the non-defaulting party may pursue any available legal remedies for damages. If there is any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, the parties agree to attempt to resolve the dispute informally before pursuing legal remedies. The parties will first elevate the disputed issues to senior administration, and if the matters are not resolved through negotiation between the City Manager for the City and the Library Director for the Library District, the parties may then engage in mediation or other non-binding dispute resolution. Each party will bear its own attorney's fees and costs.

**XVI. Colorado Open Records Act and Library User Privacy Laws.**

A. Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that either party believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the party believes they are confidential. The custodian of the records will determine whether information and materials so identified will be withheld as confidential but will inform the other party in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

B. Information and materials obtained by the City under this Agreement may be subject to the Colorado Library Law with regard to Patron Privacy found in C.R.S. 24-90-119 and other laws. The City will not disclose any information, photos, video or other material that may identify any person as a user or having used the Public Library or any materials from the Public Library. The City will consult with the Library District Director's office prior to disclosing any such material whether or not subject to subpoena or court order.

**XVII. Collaboration and Coordination Meetings.** The Parties' Representatives will meet no less than quarterly to discuss issues, concerns, coordination of events, schedules, maintenance, repair, budgeting, long term facility planning, and partnership evaluation. Meetings will be held as needed as determined by the Parties. The quarterly meetings are intended to transition to annual meetings upon mutual agreement. The Parties' onsite teams will meet monthly to discuss scheduling, patron problems, and current operational concerns.

**XVIII. Insurance.**

A. The City must procure, pay for and keep in full force and effect a policy of comprehensive, broad form commercial general liability insurance, or equivalent thereof, covering the Community Center and the improvements thereon, insuring the City in an amount not less than the statutory limitations on judgments set forth in C.R.S. § 24-10-114 for the coverage period, as adjusted and published, covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Community Center (including acts or omissions of the City).

B. The Parties agree that the Lease outlines the Library District's insurance requirements regarding the Library Branch and this Agreement solely relates to their requirements regarding the Shared Spaces.

- C. The Library District, at its sole cost and expense, must procure, pay for and keep in full force and effect a policy of comprehensive, liability insurance, or equivalent thereof including insurance through a liability pool, covering the Joint Use Spaces and the improvements thereon, insuring the Library District in an amount not less than the statutory limitations on judgments set forth in C.R.S. § 24-10-114 for the coverage period, as adjusted and published, covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Joint Use Spaces (including acts or omissions of the Library District).
  - D. All coverages carried by either Party (except for worker's compensation coverage) must name themselves as insured and name the other Party as an additional insured. The coverage must contain a provision that it cannot be canceled or materially altered either by the insureds or the carrier until thirty (30) days prior written notice thereof is given to both Parties. Upon issuance or renewal of any such coverage, the Party must provide the other Party with a certificate evidencing coverage that names the other Party as an additional insured. Any such policies must contain waivers of subrogation and waivers of any defense based on invalidity arising from any act or neglect of any assignees or the Parties. Both Parties agrees to provide the other Party a copy of a valid insurance policy whenever the other Party requests.
  - E. Any coverage purchased by either Party must be written by a carrier which has a current rating by Best's Insurance Reports of "A" (excellent) or better and a financial rating of "X" or better, or such equivalent classification as may hereinafter be required customarily for properties similarly situated, and approved by the other Party, or be underwritten by the Colorado Special District Liability Pool or similar provider authorized by law to do business in the State of Colorado.
  - F. The Parties agree to take such actions that may be necessary to seek subrogation or otherwise determine the fair allocation of costs or recoveries from property claims for damages that could arise under either Parties' coverage, including any offsets for the relative deductibles of each Party.
- XIX. Liability.** Only to the extent permitted by applicable law, each Party will be responsible for its own negligent acts or omissions and that of its officers, employees, agents and contractors. Any liability of the City or Library District, or their officers and employees is subject to all the defenses, immunities, and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "CGIA"), and to any other defenses, immunities, and limitations to liability available under the law. It is expressly understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by the 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 CGIA, as a pledge of the full faith and credit of the State of Colorado, or as the assumption by any of the parties of a debt, contract or liability or each other in violation of Article XI, Section 1 of the Constitution of Colorado. The Parties agree to notify the other Party upon receipt of any claims related to the Joint Use Spaces or Library Branch.

- XX. Notices and Communications.** All notices and communications required or permitted under this Agreement will be in writing and will be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

**If to the City:**

Recreation Department  
Attn: Deputy Director, Community Services  
PO Box 580  
Fort Collins, CO 80522

With a copy to:

Fort Collins City Attorney  
Attn: Recreation Attorney  
PO Box 580  
Fort Collins, CO 80522  
Email: CaoAdmin@fortcollins.gov

**If to the Library District:**

Poudre River Public Library District  
Attn: Executive Director  
301 E. Olive Street  
Fort Collins, CO 80524

**With a copy to:**

Seter, Vander Wall & Mielke, PC  
Attn: Elizabeth Dauer, Esq.  
Courtney Intara, Esq.  
7400 E. Orchard Road, Suite 3300  
Greenwood Village, CO 80111  
Email: EDauer@svwpc.com

**XXI. General Provisions.**

- A. Obligations Subject to Appropriations. The obligations of the Parties to commit or expend funds in any fiscal year are subject to and conditioned upon the annual appropriation of funds sufficient and intended to carry out said obligations by

each Party's respective governing body in its sole discretion. If any Party's governing body does not appropriate funds necessary to carry out any such obligations, such Party will notify the other Parties promptly of such non-appropriation. If such non-appropriation results in a material impairment of any of the Parties' rights hereunder, such Party may terminate the Agreement, with no further recourse against the other Parties, by providing thirty (30) days written notice.

- B. Existing Rights and Agreements. Nothing in this Agreement will act to amend, modify, or supersede any related agreements or any other agreements, rights, or legal positions by and between the City and the Library District external to this Agreement, or to alter in any way their recourse under the same, unless specifically agreed upon herein.
- C. No Assignment. Neither party will assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or no reason.
- D. No Waiver. The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement will be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- E. Press Contacts/News Releases. Neither Party will initiate any press, media, or social media contact nor respond to press, media or social media requests regarding this Agreement without the prior written approval of the other Party's Chief Communication Officer or designee.
- F. Amendment or Modification. No amendment or modification of this Agreement will be valid unless set forth in writing and executed by the Library District Executive Director and the City Manager.
- G. Survival of Certain Agreement Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement will survive such termination date and will be enforceable by the Library District or the City, as applicable, as provided herein in the event of such failure to perform or to comply.
- H. Governing Law and Venue. All issues regarding the formation, performance and/or legal enforcement of the Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Agreement will be in Larimer County, Colorado.

- I. No Third-Party Beneficiary. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Library District and the City. Nothing contained in this Agreement will give or allow any claim or right of action whatsoever by any third person other than the Library District or the City. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement will be deemed an incidental beneficiary only.
- J. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- K. Headings. The headings used in this Agreement are for convenience only and will have no effect upon the construction or interpretation of this Agreement.
- L. Conflict of Terms. In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement will prevail.
- M. Entire Agreement. This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- N. Signatures. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of either Party will be considered valid, binding, effective and an original for all purposes.
- O. Warranty of Authority. The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.
- P. Force Majeure. No Party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, rebellions, riots, sabotage or any other circumstance for which it is not responsible or that are not within its control.

*Signature Page Follows*

In Witness Whereof, the parties have executed this Agreement as of the date of the most recent signatory.

**The City of Fort Collins, Colorado**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Asst. City Attorney

**Poudre Library District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

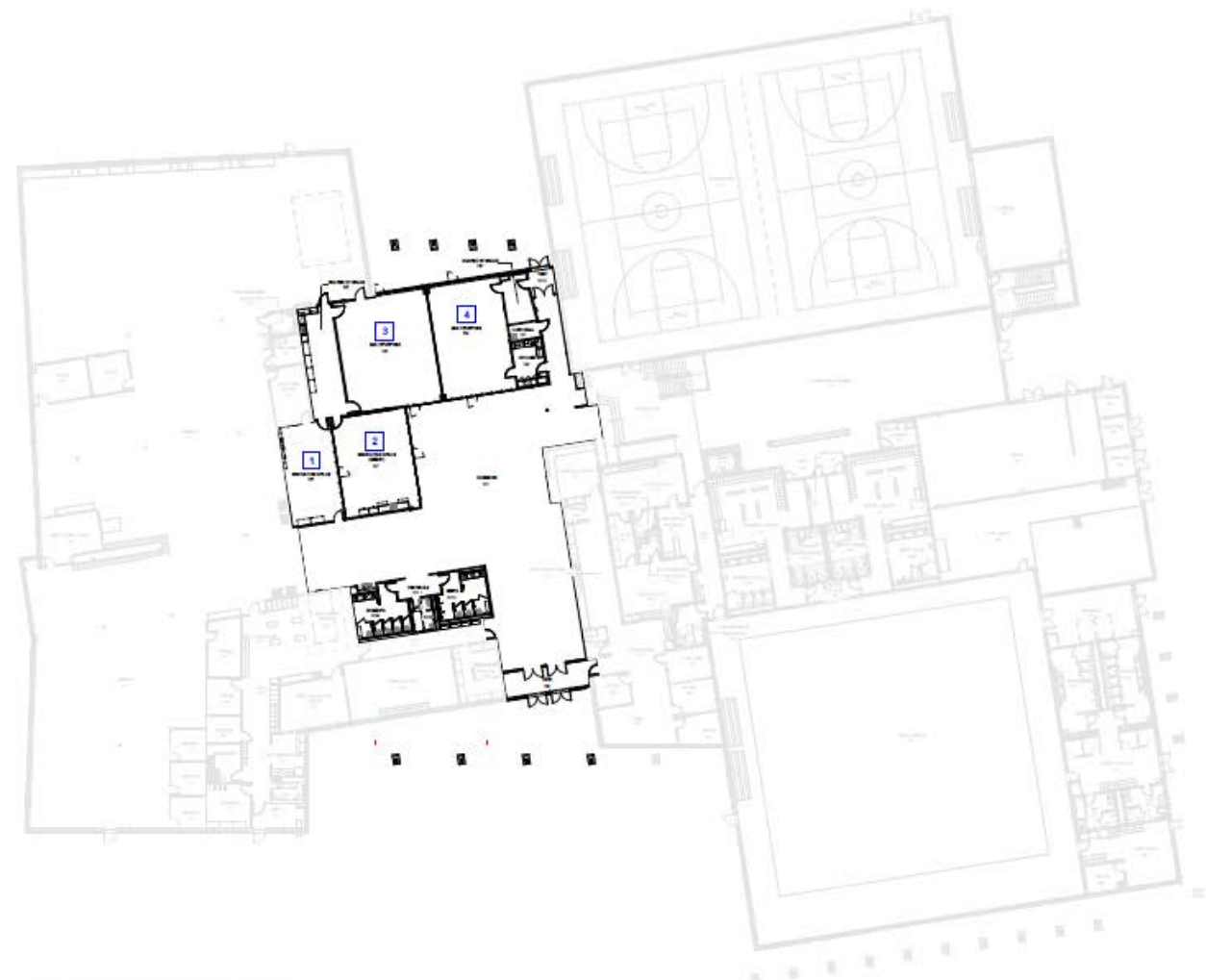
**District General Counsel**

**EXHIBIT A**  
**"Site Plan"**  
**Identifying Outdoor Joint Use Spaces**



**EXHIBIT B**

**"Building Design Plan"  
Identifying the Indoor Joint Use Spaces**



**1 MAIN LEVEL - OVERALL PLAN**  
SCALE: 1/8" = 1'-0"

**PDP/FDP Submittal -  
Round 2**

**Southeast Community  
Center**

Rock Creek Dr & Ziegler Rd  
Fort Collins, CO 80528

CE No.: 326-034-24

2/4/2026

**DRAFT**  
FOR REVIEW ONLY  
FOR APPROVAL ONLY  
NOT FOR CONSTRUCTION

Main Level - Overall

# A1

File Path: \\server\cadd\2026\064\18026.dwg  
File Location: \\server\cadd\2026\064\18026.dwg  
File Location: \\server\cadd\2026\064\18026.dwg

**EXBHIBIT C**

**"Notice of Damages" forms**

## EXHIBIT C

### Notice of Damages to Common Amenities

Poudre River Public Library District / City of Fort Collins Joint Use Agreement

#### Purpose

---

This Exhibit outlines the procedure Library District employees or volunteers will follow when they become aware of damage to or within the Joint Use Spaces. The Parties will meet annually to review this procedure and determine whether amendments are needed.

#### Procedure

---

Upon discovering damage to a Common Amenity or Joint Use Space, Library District staff or volunteers shall:

1. If the damage poses an immediate safety hazard, restrict access to the affected area and notify the City's designated facilities contact immediately.
2. Complete the Notice of Damages form below as soon as practicable.
3. Submit the completed form to the City's designated contact within three (3) business days of discovery.
4. Retain a copy for Library District records.

#### Notice of Damages

---

<b>Date of Discovery:</b>	
<b>Location / Space:</b>	
<b>Reported By (Name &amp; Title):</b>	
<b>Contact Phone / Email:</b>	
<b>Description of Damage:</b>	
<b>Immediate Safety Hazard?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Area Restricted?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Photos Attached?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Submitted to (City Contact):</b>	
<b>Date Submitted:</b>	
<b>Signature:</b>	

*This Exhibit is subject to annual review by both Parties per Section I of the Joint Use Agreement.*

**EXHIBIT D**

**"City Recreation Facility Rules and Regulations"**

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



**CITY OF FORT COLLINS**  
**Recreation Department**  
**Revised as of 2/14/2024**  
**Approved by Attorneys**

## **RECREATION FACILITY AND PROGRAM REGULATIONS**

- I) **Authority for Regulations:** These regulations are authorized by Section 23-140 of the Code of the City of Fort Collins. Additional authority to enforce these regulations is set forth in Section 18-9-110, C.R.S. (Public buildings - trespass, interference - penalty), and Section 18-9-117, C.R.S. (Unlawful conduct on public property).
- II) **Purpose and Scope of the Regulations:** These regulations apply to all City of Fort Collins Recreation facilities and programs, including but not limited to: Edora Pool Ice Center, Mulberry Pool, City Park Center/Club Tico, the Pottery Studio, the Senior Center, Northside Aztlan Community Center and the Foothills Activity Center; as well as the fenced confines of City Park Pool, and The Farm at Lee Martinez Park; and the grounds and buildings comprising the Rolland Moore Racquet Complex, as well as any other facilities when being used for City-sponsored programs.

As used in these regulations, “Staff Member” or “Staff” refers to a City Recreation Department staff person who is present at or working in a City Recreation facility as part of their job duties.

The City of Fort Collins Recreation facilities and programs (“Recreation Facilities” or “Recreation Facility”) are tax-supported and citizens expect and deserve a clean, enjoyable, and safe environment. Unfortunately, the behavior of a few visitors may destroy this environment for others. Such behaviors are referred to in these regulations as “Unacceptable Behaviors”, and include actions that may: interfere with Staff’s ability to manage the facility; interfere with another person’s use of the facility resulting in injury to oneself or others; violate the law; or resulting in loss or damage to public or private property. These regulations are intended to identify such Unacceptable Behaviors and set out both the consequences of failure to comply and the enforcement process. Compliance with these regulations is a condition of using Recreation facilities. At Staff discretion, engagement in behavior prohibited by these regulations may subject the individual(s) involved to exclusion from Recreation facility premises and programs and, in some cases, to legal prosecution.

## **Serious Prohibited Acts**

The City Manager finds that pursuant to CRS 18-9-110, *et. Seq.*, any of the following acts, if taken or made by any person, whether the act is completed or not, would or could disrupt, impair, interfere with, or obstruct the lawful mission, processes, procedures or functions being carried on in or at a Recreation Facility or Program. Therefore, any act designated in this Section (Serious Prohibited Acts) may result in the immediate ejection or removal of such person. Any person ejected from a Recreation Facility or Program

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



**CITY OF FORT COLLINS**  
**Recreation Department**  
**Revised as of 2/14/2024**  
**Approved by Attorneys**

must immediately leave the Facility and/or Program, and may not return for a minimum of 24 hours.

- 1) Illegal Act. Any action, event, or group of events that constitutes a violation of federal, state or local law;
- 2) Damaging Property. Conduct intended to cause or with reckless disregard, causes or attempts to cause the destruction, damage or theft of City property, or the property of others;
- 3) Public Indecency. Public indecency, indecent exposure, or obscenity (for purposes of this Subsection, indecency does not include the female breast);
- 4) Fighting. Any action which, in the reasonable judgment of Staff, constitutes an attempt to inflict or does inflict injury to other persons or damage to property, or which poses an unreasonable risk of such injury or damage, such as fighting or instigating an altercation;
- 7) Intimidating Behavior. Any conduct or expression that in the reasonable judgment of Staff, is intended to intimidate or would be reasonably expected to intimidate, or intimidates others, or encourages or incites unlawful or otherwise prohibited conduct;
- 5) Alcohol, Tobacco, Marijuana, or Drugs. Use or possession of alcohol (except where authorized by the Recreation Area Manager or assigned designee), legal drugs (including tobacco, vaping, and marijuana use), or illegal drugs, or any discernible intoxication from alcohol or drugs;
- 8) Abusive or Threatening Behavior. Physical or verbal abuse of staff or guests or intentional behavior which would cause fear of injury or harm. This includes but is not limited to: written or verbal words or actions or behaviors intended to instill fear. This conduct is prohibited when directed towards staff or guests.
- 6) Illicit Photography. Use of photographic equipment or imaging devices, including cameras, cell phones, etc. in locker rooms, changing rooms, restrooms, or anywhere that a person has a reasonable expectation of privacy.

#### **Serious Prohibited Act: Process Steps for Staff Action**

**Any person committing a Serious Prohibited Act may be asked to leave the Recreation Facility immediately. Failure to do so will result in Law Enforcement being called and the person being charged with a violation of the City's Trespass Ordinance or other appropriate charges. Violators may be subject to additional disciplinary action.**

#### **Other Prohibited Acts**

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



***CITY OF FORT COLLINS  
Recreation Department  
Revised as of 2/14/2024  
Approved by Attorneys***

- 1) Intended Uses Only. Use of any facility or equipment therein for other than its intended use, or alteration of any equipment or facility;
- 2) Failure to Follow the Direction of Staff. The failure to comply with direction given by City Staff acting in the performance of their duties or interference with the performance of such duties or other operations of the facility or program;
- 3) Interfering with Recreation Activities or Staff Acts. Any action which, in the reasonable judgment of Staff, unreasonably interferes with or obstructs the reasonable use and enjoyment by others of the facility or program;
- 4) Poor Personal Hygiene. The failure to maintain a level of personal hygiene or open wounds that poses a health and safety concern ;
- 5) Unauthorized Use of Facilities. Use of any facility for commercial activities not specifically authorized and arranged through recreation management, including but not limited to:
  - sales or soliciting,
  - marketing or conducting surveys,
  - conducting private or public classes, lessons, clinics, workshops, trainings or other instructional activities, except to the extent that same may be carried out in a manner comparable to use of the facility by the general public user, or
  - commercial photography that is completed without permission of the subject and of the Facility Manager.
- 7) Obstreperous Behavior. Conduct that disrupts or obstructs any program or activity that is a program of the particular Recreation facility or any other City-sponsored activity or event;
- 9) Unauthorized Use of Restrooms. Using restrooms for washing clothes, or for shaving, brushing teeth, or bathing. Using locker rooms for washing clothes;
- 10) Unauthorized Use of Wheeled Toys. Indoor use of bicycles, rollerblades, skateboards, scooters, or roller skates;
- 11) Prohibited Pets. Possession of any animals, except use of service animals by a person with a disability in accordance with ADA regulations, or as otherwise authorized by Sr. Manager or City Policy;
- 12) Other Posted or Provided Rules. Failure to comply with any specific rules of use or conduct posted or provided to users within any facility and/or program.

**Other Prohibited Acts: Process Steps for Staff Action**

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



***CITY OF FORT COLLINS  
Recreation Department  
Revised as of 2/14/2024  
Approved by Attorneys***

- Staff will follow the attached flow chart.
- Future incidents or failures to follow prohibited act may lead to further suspensions of use of recreation facilities and programs.

**III) Unattended Children:** The Recreation Department welcomes and encourages children to use the materials and services of the Recreation Department. As recreation facilities are essential to the lives of children, we strive to provide useful, safe and inviting spaces for youth in all of our facilities. However, neither the Recreation Department nor its staff members act in loco parentis (in place of parents). Parents/caregivers are advised that staff cannot take responsibility for children who are left unattended. The recreation facilities are public facilities which are open to everyone and parents or caregivers are expected to accompany children in need of supervision on recreation facility visits to ensure the safety and well-being of their children. Parents/caregivers should verify operating hours, whether a child must have direct supervision from an adult, and the facility schedule for age-appropriate activities prior to leaving children at the facility. At all times, parents or caregivers are responsible for their children's behavior and safety. Children under the age of 8 years must be accompanied by a parent or guardian (at least 15 years of age). If an unattended child appears to be lost, is being disruptive, or if in the judgment of staff, their safety is jeopardized, recreation staff will attempt to locate the parent or caregiver. If the parents or caregiver cannot be located with-in 30 minutes, and the child is under the age of twelve years, the child may be placed in the care of the local law enforcement agency. The Recreation Department and its staff members will not under any circumstances be responsible for determining whether an apparent caregiver, custodian or parent is a legally authorized caregiver, custodian or custodial parent of the child.

**IV) Reasonable Accommodations:** The City will make reasonable accommodations for persons with disabilities to in accordance with the Americans with Disabilities Act, and any requirements set forth herein may be waived or altered by the Recreation Sr. Manager in charge of a facility or programs necessary to accommodate the needs of persons with disabilities desiring to access that facility. However, visitors must be able to take care of their own health, medical and personal care needs, and must not pose a direct threat to the health and safety of others or themselves. A visitor who cannot meet their own health, medical, and personal care needs must be accompanied by a caregiver or other aide who will assume responsibility for assisting the visitor in the facility.

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



**CITY OF FORT COLLINS**  
**Recreation Department**  
**Revised as of 2/14/2024**  
**Approved by Attorneys**

V) **Enforcement Procedures:**

These regulations will be enforced by City Staff. Progressive discipline will be in effect for repeat or habitual offenders. Refunds will not be issued to visitors who are asked to leave a facility for any prohibited act. ***City Staff are authorized to determine when it is appropriate to contact the police or other law enforcement officials to assist with enforcement of these regulations and applicable laws.*** Violations of these regulations that constitute a criminal act may result in arrest and/or the filing of criminal charges. The City may also take additional action as it deems necessary or appropriate in response to violations of the regulations.

If at any time, Recreation Staff or Volunteer feels threatened or for any emergency situation, they may call 911 and complete an incident report

**Serious Acts**

- a. Staff will evaluate the safety of approaching the individual and whether to ask another staff member or supervisor to assist.
- b. Staff will ask the patron to immediately leave the premises, and not to return for at least 24 hours.
- c. If the patron leaves, Staff must document the incident in report, and provide the information to their supervisor and manager.
- d. If the patron does not leave, Staff should immediately call 911.
- e. The patron may be told that facility privileges have been suspended and they will not be permitted access to any City Recreation facility or program until disciplinary action has been finalized.

**Other Prohibited Acts**

- a. Staff will inform the patron that the act must stop and not repeat.
- b. If the behavior stops, normal activity can then continue. Staff must document the incident in a report.
- c. If the behavior does not stop, City Staff may inform the person to leave the facility immediately.
- d. The visitor may be told that facility privileges have been suspended and they will not be permitted access to any City Recreation facility until disciplinary action has been finalized.

DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



**CITY OF FORT COLLINS**  
**Recreation Department**  
**Revised as of 2/14/2024**  
**Approved by Attorneys**

e. In all cases regardless of severity City Staff are required to document any Unacceptable Behavior incident in an Incident Report to identify repeat offenders across City Recreation facilities.

f. A warning/probationary letter will be sent to the patron. Depending on the severity of an offense, or repeated Unacceptable Behaviors, the person may be suspended from using all Recreation facilities for a designated period of time deemed appropriate for the nature of the offense.

#### Guidelines for Suspension Lengths

The Recreation Sr. Manager and/or Sr. Supervisor may suspend a patron for any length of time between one day and up to a permanent ban for prohibited acts. The following factors should be considered when determining how long a suspension should last.

- a. The seriousness of the incident
- b. The history of related issues with the patron
- c. Whether, how many times, and how recently the patron has been previously suspended
- d. Whether people were injured during the incident
- e. Whether property was damaged during the incident
- f. Whether criminal charges were or will be filed in relation to the incident
- g. Whether the patron showed remorse for their actions

#### **VI) Right to Appeal:**

A visitor who has been suspended may appeal the suspension decision or the conditions for reinstatement to the Recreation Director or their designee by filing a written statement of appeal, including the basis of appeal, no later than seven (7) days after the visitor's receipt of the written notice of suspension. The city staff member hearing the appeal will not be the same individual that made the initial suspension recommendation.. The decision of the appeal must be given to the visitor in writing, along with an explanation of the basis for the decision. That decision will be considered received on the day it is hand-delivered or emailed to the visitor, or five(5) business days from the date of mailing, if it is mailed to the visitor, and will be the City's final decision on the matter.

**Staffing Flow Chart for Suspensions:**

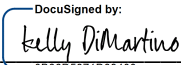
DocuSign Envelope ID: 18F1B117-479F-4834-A7EC-784077BBEDA7



**CITY OF FORT COLLINS**  
**Recreation Department**  
**Revised as of 2/14/2024**  
**Approved by Attorneys**

NOTE: There are instances when Staff Members at any level of responsibility may observe Unacceptable Behavior by a facility or program. In all cases, a full-time classified Staff Member of higher responsibility handles the recommendation for suspension and either the Recreation Sr. Manager or the Recreation Director handles the appeal process, depending on whether the Recreation Sr. Manager was involved in dealing with the original discipline.

1. The Staff Member who handles the incident (maybe a part-time employee or any fulltime staff member assigned to the facility or program) documents unacceptable behavior in an incident report.
2. The Staff Member then submits the report or reports to their direct supervisor, along with previous incident reports on the same visitor (if applicable). All information is then given to the Sr. Supervisor for recommended discipline.
3. After reviewing all the available information and conducting such investigation as is determined to be necessary or appropriate, the Recreation Sr. Manager or Recreation Director upholds or denies the recommendation for discipline or reinstatement conditions. If it is decided that a suspension is appropriate, the length of the suspension is set and notification is given to the visitor in writing of the decision, the basis for the decision, and the terms of reinstatement, along with the right of appeal, as outlined above.

Approved by:   
\_\_\_\_\_  
Kelly DiMartino, City Manager

Date: 5/15/2024

Established June 13, 2002  
Revised July, 2004  
Revised October, 2007  
Revised March, 2011  
Revised June, 2018  
Revised August, 2019

**EXHIBIT E**

**"Library District Behavior Rules"**

## **Poudre River Public Library District Behavior Policy**

The Poudre River Public Library District is dedicated to protecting the rights and safety of Library patrons, volunteers and staff. The District recognizes the need to maintain an environment free from harassment, intimidation, threats to safety and well-being, and in which library resources and facilities are protected from damage.

Our libraries are spaces for reading, studying, learning, self-reflection, writing, and listening to electronically transmitted materials; attending library or community-sponsored programs and meetings, and working collaboratively in the spirit of community.

With these intended uses in mind, the District has established Behavior Rules and associated procedures to protect the rights, health and safety of library patrons, staff, and volunteers; to ensure patrons' use and enjoyment of the library; and to help preserve and protect the libraries' materials, equipment, facilities and grounds. Library District Behavior Rules are established and approved by the Executive Director. Library District staff is empowered to exercise reasonable judgment in assessing and enforcing the District's Behavior Rules. Depending on the severity of violations, enforcement may range from a verbal request to stop the violation to removal from the premises and suspension from facilities owned or operated by the Library District for up to one year.

The Behavior Rules apply to all facilities and properties owned, operated or managed by the District, including the Council Tree, Harmony, and Old Town Libraries, Library District owned portions of Library Park, and the Webster House Administrative Center and grounds.

Approved April 4, 2017

Revised May 4, 2017

Revised May 8, 2018