

**AGREEMENT BETWEEN THE CITY OF FORT COLLINS
AND POUFRE SCHOOL DISTRICT R-1 REGARDING THE
SOUTHEAST COMMUNITY CENTER FOR THE PROPERTY LOCATED
ADJACENT TO FOSSIL RIDGE HIGH SCHOOL**

This AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between THE CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (hereinafter referred to as the "City"), and POUFRE SCHOOL DISTRICT R-1, a Colorado statutory school district (hereinafter referred to as the "District").

RECITALS

A. Pursuant to Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government.

B. Any such contract may provide for the joint exercise of the function, service or facility which is the subject of the contract.

C. Continued growth in the Fort Collins area suggests that increased coordination between the City and the District.

D. The City, Poudre River Public Library District, and the District previously entered into an Intergovernmental Agreement regarding the construction of the Southeast Community Center in southeast Fort Collins.

E. The construction of the Southeast Community Center necessitates additional cooperation between the City and the District, and this agreement provides the framework for that collaboration.

F. Both the City and the District in a spirit of cooperation, have held a number of meetings for the purpose of reaching an agreement regarding the planning and construction of this facility.

G. These discussions have resulted in a joint understanding that the City and the District will equitably share, use, maintenance, and replacement costs for the driveway and pedestrian access south of the facility.

H. The City and the District shall have shared, non-exclusive use of the District’s staff parking lot (“Parking Lot”). The District shall be responsible for routine maintenance of the Parking Lot, and the City shall contribute its proportionate share of future maintenance and replacement costs. The City’s use of the Parking Lot shall be limited to days identified more specifically in this Agreement.

I. The City and the District have agreed that the City shall construct a path in accordance with City Plans, from the Southeast Community Center through the District’s property

to Saber Cat Drive for pedestrian and utility access, the location of which is mutually agreed upon by the City and the District. The City shall obtain all necessary easements for the pedestrian path in a separate agreement.

J. The City is seeking an easement beneath the shared drive to relocate utilities serving the Southeast Community Center and the District, which easement shall be subject to approval by the District in a separate easement agreement.

K. The District acknowledges the City's one (1) share of raw water from the Fossil Ridge pump station, serving the District's sites, parks, and Southeast Community Center.

L. The City is seeking approval of certain development plans and this Agreement must be fully executed prior to, and as a condition of, the City's approval of such plans.

M. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **UNDERSTANDING OF THE PARTIES.** The parties agree that this Agreement facilitates collaboration between the City and the District on the joint use of the Southeast Community Center to minimize costs and benefit the community including outlining the rights and responsibilities of each party. As governmental entities serving overlapping constituencies, the parties recognize the value of coordinated planning and service provision. The governing bodies intend to operate the facility in accordance with this collaborative understanding.

3. **SHARED SITE.** This Agreement concerns the following shared sites, which the parties have been identified as the Southeast Community Center and the adjacent school and Fossil Ridge High School, shown on the map which is attached and incorporated herein as Exhibit A. The parties have identified the shared site, as shown on the map which is attached and incorporated herein as Exhibit B.

4. **SHARED COST ALLOCATION FOR THE SHARED SITE.**

4.1. **SHARED USE OF DRIVE TO THE SHARED SITE.** The City and the District shall have joint use of the driveway and pedestrian access south of the facility as shown on Exhibit B. The parties shall share all maintenance and replacement costs for these areas equitably. Each party shall designate one representative to coordinate and mutually agree on snow removal, mowing, and other routine upkeep.

- 4.2 **SHARED USE OF DISTRICT STAFF PARKING LOT.** The District shall grant the City shared, non-exclusive use of the District's staff parking lot ("Parking Lot") as shown on Exhibit B. The District shall be responsible for routine maintenance and operation of the Parking Lot. The City shall pay its proportionate share of future maintenance and replacement costs for the Parking Lot. The City's use of the Parking Lot shall be limited to Saturdays, Sundays, and during the District's official school breaks as identified yearly on the District's calendar. No overnight parking will be permitted.
- 4.3 **SNOW REMOVAL.** The Parties acknowledge that the District performs snow removal in accordance with its school calendar and operational schedule. The District shall have primary responsibility for snow removal during periods when school is in session, consistent with its standard practices. The City shall have primary responsibility for snow removal during periods when school is not in session, or at such other times as may be mutually agreed. The Parties' designated representatives shall coordinate in advance of each season to establish a mutually agreed snow removal plan, including timing, priority areas, and procedures for unanticipated weather events or schedule changes.
- 4.4 **ACCESS TO SHARED SITE.** The City, as the Managing Party, shall construct a path, consistent with City plans, providing safe pedestrian access from the south side of the Southeast Community Center through the District's adjacent property to Saber Cat Drive, connecting to Twin Silo Park. The City shall secure any easements necessary to formalize such access. In addition, the City is seeking an easement beneath the shared drive for the relocation of utilities serving the Southeast Community Center and the District, which easement shall be subject to review and approval by the District, such approval not to be unreasonably withheld.
- 4.5 **RAW WATER.** The District acknowledges the City's one (1) share of raw water. Water from the Fossil Ridge pump station shall serve the District's two sites, two parks, and the Southeast Community Center. The Agreement Between the City of Fort Collins and the Poudre School District R-1 Regarding the Connected Raw Water Irrigation Systems of Certain Parks and School dated December 9, 2025, governs the connected raw water irrigation system and the related pump station and is hereby incorporated herein.
- 4.6 **WEST PARKING LOT.** The City and the District agree that the use of the Fossil Ridge High School west parking lot, as shown on Exhibit B, is reserved for use by District staff and others authorized by the District on any day school is in session and building workdays, staff workdays, or professional development days. Lighting of the west parking lot will correspond with the District's calendar and need. The parties shall share

maintenance of the seal coat of the parking lot and installation of drain pans in the parking lot. No overnight parking or camping is permitted in the parking lot.

5. **COMPLAINTS; COORDINATION AND RESOLUTION.**

- 5.1 Each Party shall designate, in writing, a primary point of contact (“POC”) for receipt and coordination of complaints relating to shared access under this Agreement and may update such designation upon written notice to the other Party. Each Party shall maintain a process for receiving complaints from students, staff, and members of the public, including documenting the date received, nature of the complaint, and any actions taken.
- 5.2 The receiving Party shall acknowledge receipt of a complaint within a reasonable time and, to the extent the complaint implicates the other Party or shared responsibilities, shall promptly notify the other Party’s POC and provide relevant documentation. The Parties shall cooperate in good faith to investigate and address complaints, including coordinating responses where appropriate.
- 5.3 Each Party shall be responsible for responding to complaints within its respective jurisdiction or control per each Party’s internal policies or procedures for responding to complaints; however, for complaints involving shared access or overlapping responsibilities, the Parties shall confer and use reasonable efforts to reach a coordinated resolution. The Parties may develop and mutually agree upon additional procedures or guidelines to implement this Section.

6. **UPDATES TO THE AGREEMENT.** The Parties agree and anticipate that there may need to be updates to this agreement. The Parties agree to meet at least every three years to discuss whether any updates or amendments to this Agreement are needed or advisable to accurately reflect the use of the shared site and shared cost allocation. Any amendments to this Agreement shall be executed by the Parties in writing, preferably as an amendment and restates version of the Agreement.

7. **ADDITIONAL ITEMS.**

- 7.1. **Effective Date.** This Agreement is effective as of the date that all Parties have executed this Agreement, which is stated above on the initial page.
- 7.2 **Term.** This Agreement is perpetual unless terminated pursuant to the terms and conditions of this Agreement, or otherwise terminated in writing by the Parties.
- 7.3 **Recording.** The City will record this Agreement with the Larimer County

Clerk and Recorder.

7.4 **Remedies.**

7.4.1. **Complaints.** If a Party (“Complaining Party”) believes that another Party (“Responding Party”) has failed to comply with the provisions of this Agreement, the Complaining Party will provide written notification of the same to the Responding Party. If the Responding Party fails to achieve compliance within thirty-five (35) days following receipt of such notice, the Complaining Party may require mediation of the issue(s) under Paragraph 7.4.2.

7.4.2. **Mediation.** If mediation is sought following the procedures of Paragraph 7.4.1., the Parties shall jointly select a mediator within 35 days following the Complaining Party’s written notice to require mediation. The selection of the mediator shall be confirmed in writing. If the Parties cannot jointly select a mediator, each Party shall select a mediator within 42 days following the Complaining Party’s written notice to require mediation and the two selected mediators shall then jointly select a third party person to mediate the issue(s) within 56 days following the Complaining Party’s written notice to require mediation, who shall be impartial as to the Parties and the issue(s) and have mediation experience. The Parties agree to participate in good faith and in such mediation.

7.4.3 **Remedies.** Following the good faith completion of mediation under Paragraph 7.4.2 or if the two selected mediators are unable to jointly select a third person to mediate the issue(s), the Complaining Party may seek all such remedies available under Colorado law, excluding any exemplary and/or consequential damages.

7.5 **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefore, with each Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement.

7.6 **Governmental Immunity.** No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

- 7.7 **Relationship of the Parties.** The Parties enter this Agreement as separate and independent entities and shall maintain such status at all times.
- 7.8 **No Third-Party Beneficiaries.** This Agreement is intended to describe rights and responsibilities only as between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties herein.
- 7.9 **Notices.** All notices provided for under this Agreement shall be effective when hand-delivered, sent by electronic mail-read receipt, sent by registered or certified main-return receipt requested, or sent by overnight commercial courier as follows:

To the City: City Manager
 City Hall West
 300 LaPorte Avenue
 P.O. Box 580
 Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney
 300 LaPorte Avenue
 P.O. Box 580
 Fort Collins, Colorado 80522

and: Parks Department
 Director
 413 S. Bryan Avenue
 P.O. Box 580
 Fort Collins, Colorado 80522

To the District: Assistant Director of Facilities
 2445 Laporte Avenue
 Fort Collins, CO 80521

With a copy to: General Counsel
 2407 Laporte Avenue
 Fort Collins, CO 80521

Any Party hereto may at any time designate a different person or address for purposes of receiving notice by so informing the other parties in writing. Notice shall be deemed effective upon actual receipt thereof, or three (3) days after being deposited in the United States mail or accepted by an overnight delivery service.

- 7.10 **Counterparts.** This Agreement may be signed in counterparts.

- 7.11 **Governing Law.** The Agreement shall be governed by the laws of the State of Colorado, insofar as any matter is not regulated by applicable laws of the United States.
- 7.12 **Force Majeure.** No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the defaulting Party which could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of god, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the defaulting Party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities.
- 7.13 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable to any extent, the Parties shall meet, confer, and agree on appropriate modifications to this Agreement to ensure that the original intent, obligations, goals, and purposes of this Agreement are satisfied.
- 7.14 **Entire Agreement.** The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Parties.

8. **DEFINED TERMS.** The following defined terms are used throughout this Agreement, including in the foregoing recitals.

- 8.1. “City” is the City of Fort Collins, a Colorado municipal corporation.
- 8.2. “District” is the Poudre School District R-1, a public school district and political subdivision of the State of Colorado.
- 8.3. “Managing Party” is the Party that operates and manages the Shared Infrastructure for a Shared Site.
- 8.4. “Shared Costs” are certain costs defined in Paragraph 4 that are to be allocated between the Parties.

8.6. "Shared Site" are the combinations of a park and adjacent school site that is the subject of this agreement as shown on Exhibit B.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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

Kelly DiMartino
City Manager

Attest:

City Clerk

Approved As to Form:

Deputy City Attorney

POUDRE SCHOOL DISTRICT

By: _____
Board President

Attest:

Board Secretary

Exhibit A
Property Descriptions
(Page 1 of 1)

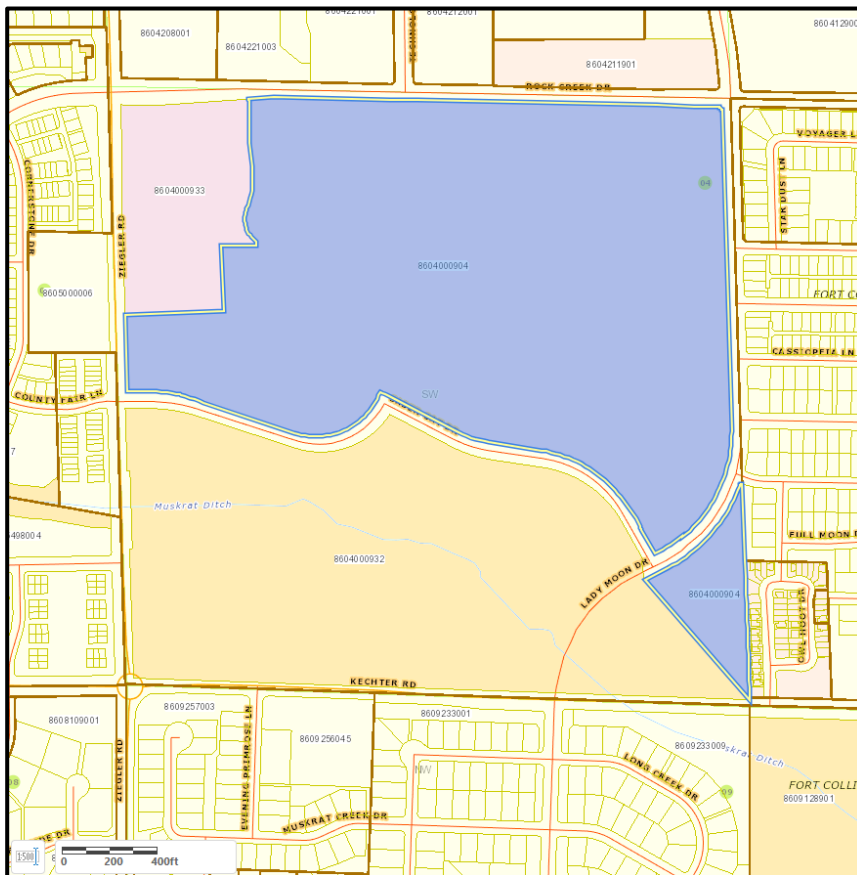
Fossil Ridge High School:

75.39 acres, more or less, located in the SW/4 of Section 4, T6N, R68W, 6th PM, Larimer County, Colorado, being more particularly described as all of lands conveyed in Warranty Deed dated June 1, 2001, from The Charles S. Webster Trust to Poudre School District R-1, recorded at Reception No. 20010057545, Clerk and Recorder's Records, Larimer County, Colorado, LESS AND EXCEPT any of said lands previously conveyed or dedicated by Poudre School District R-1, and recorded in the Clerk and Recorder's Records, Larimer County, Colorado; but ALSO INCLUDING any of the herein excepted lands vacated by Ordinance of the City Council of the City of Fort Collins, Colorado, and recorded in the Clerk and Recorder's Records, Larimer County, Colorado.

Location Address: 5400 Ziegler Road, Fort Collins, Colorado 80528

Assessor Parcel Number: 8604000904

Map:



Southeast Community Center:

10.40 acres, more or less, located in the SW/4 of Section 4, T6N, R68W, 6th PM, Larimer County, Colorado, being more particularly described as all of lands conveyed in Special Warranty Deed dated November 27, 2024, from Poudre School District R-1 to the City of Fort Collins, Colorado, recorded at Reception No. 20240051387, Clerk and Recorder's Records, Larimer County, Colorado.

Location Address: TBD, Ziegler Road, Fort Collins, Colorado 80528

Assessor Parcel Number: 8604000933

Map:

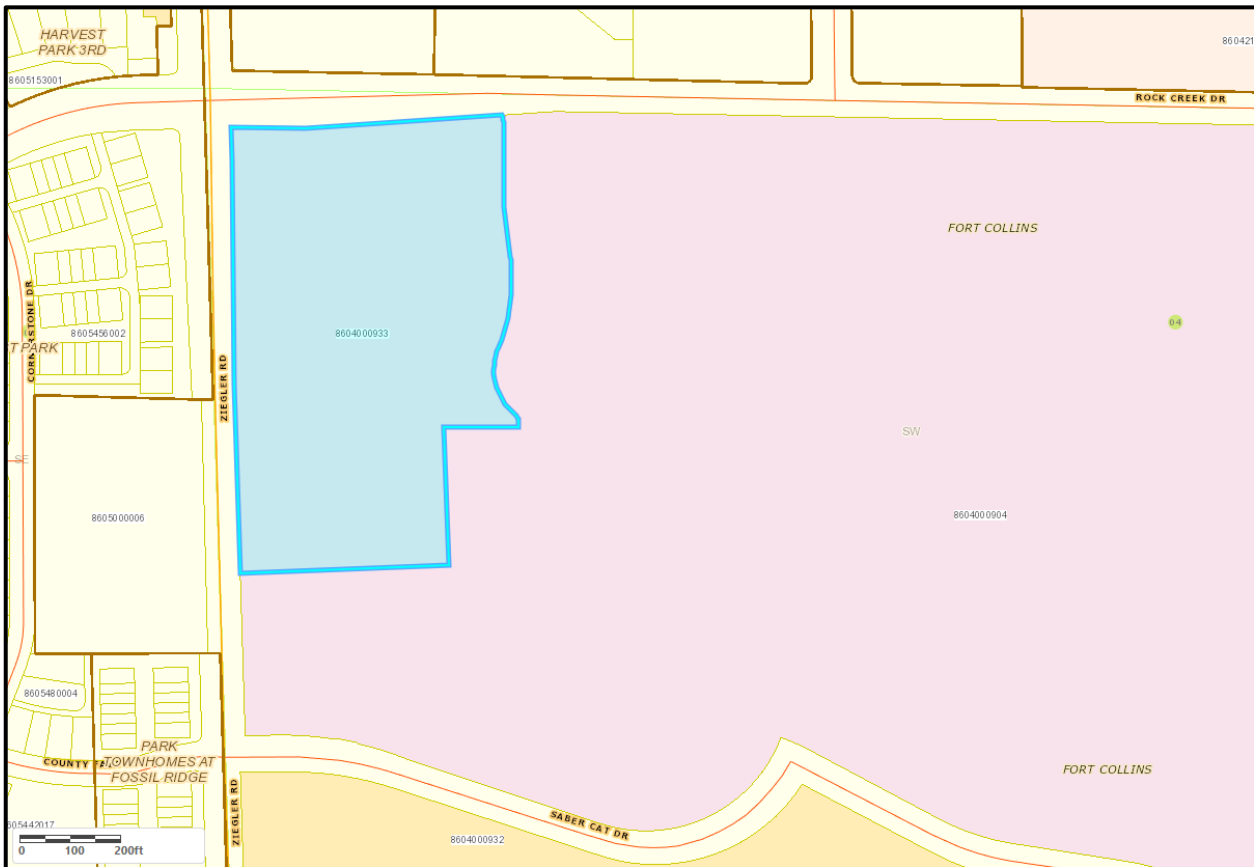
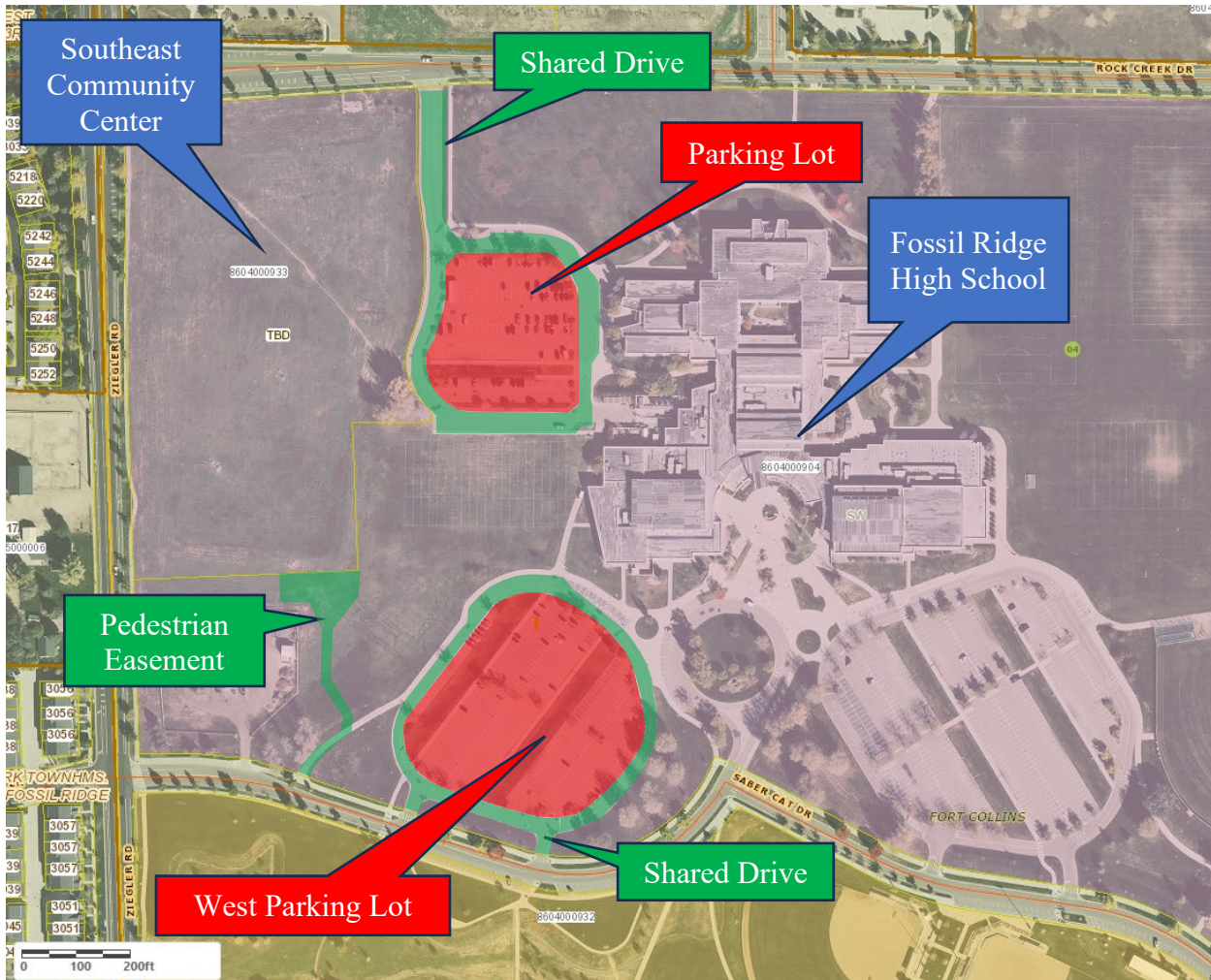


Exhibit B
Access, Easement, and Parking General Depictions
(Page 1 of 1)

General Location:



NOTES:

1. The Parking Lot, West Parking Lot, and Shared Drives are intended only to include areas intended for vehicular travel and/or parking, and any medians, landscaping, or sidewalks are expressly excluded therefrom.
2. The Pedestrian Easement will be defined more particularly in other documents by surveyed legal description.
3. This map does not include the Southern Stormwater Easement or the Utility Easement, which will be defined more particularly in other documents by surveyed legal description.

