

INTERGOVERNMENTAL AGREEMENT
To fund a portion of the renovation of the Carnegie Center for Creativity

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made and entered into by and between the City of Fort Collins, Colorado, a Colorado municipal corporation (“City”), and the Fort Collins, Colorado, Downtown Development Authority, a body corporate and politic (the “DDA”). The City and DDA are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The City is the owner and operator of the Carnegie Center for Creativity at the Historic Carnegie Building (the “Carnegie Building”) located at 200 Matthews Street in Fort Collins (the “Property”). The Carnegie Building is home to a public gallery, classrooms, and meeting spaces that are available to rent for exhibition, performance, teaching and event purposes. The Carnegie Building is intended to be used by artists from various disciplines, employing a wide range of artistic expressions.

B. In 2015, the Fort Collins community passed the Community Capital Improvement Program (CCIP) Ballot Measure, and the Carnegie Building was scheduled for renovation beginning in 2024. However, renovation work on the building outside of what was planned in the CCIP has already begun. To capitalize on that work and minimize future building closure, the City has moved forward with the CCIP renovation work in 2023. The total project focuses on infrastructure and historic restoration to ensure the building will continue to function as an accessible community creative space and public resource into the future.

C. The renovation work for the Carnegie Building will include interior renovations, improvements to infrastructure and accessibility, restorations to the historic façade features of the Carnegie Building, and installation of a new exterior entry gate and fence on the Property, as generally described and depicted on **Exhibit A**, consisting of fifteen (15) pages, attached hereto and incorporated herein by reference (the “Carnegie Renovation Project”)

D. In addition to the CCIP funding, the City has received financial grants from private entities and a \$2.4 million grant from the State of Colorado for the Carnegie Renovation Project (the “Third-Party Grant Funds”).

E. On June 9, 2022, the Board of Directors of the DDA (the “DDA Board”) approved a grant to the City in the amount of up to \$214,000 for the City’s construction of renovations to the north, south, east and west facades of the Carnegie Building (the “Facade Renovations”), and a new exterior entry gate and fence on the Property (the “Entry Gate and Fence”), as a contribution to the City’s effort to complete the Carnegie Renovation Project.

NOW, THEREFORE, the Parties agree as follows:

1. DDA Obligations:

- 1.1 Subject to the terms and condition set forth in Sections 1.3 and 2 below, the DDA will provide a grant of up to \$184,196 to the City for the City's construction of the Façade Renovations, consistent with the designs and plans presented to the DDA Board. Payment shall be made to the City on a reimbursement basis for costs incurred by the City in constructing the Façade Renovations, which will be paid within thirty (30) days of presentation to the DDA of properly executed monthly reimbursement forms containing the documentation required hereunder.
- 1.2 Subject to the terms and condition set forth in Sections 1.3 and 2 below, the DDA will provide a grant of up to \$29,804 to the City for the City's construction of the Entry Gate and Fence, consistent with the designs and plans presented to the DDA Board (the grant funds described in this Section 1.2 and in Section 1.1 above referred to hereinafter collectively as the "DDA Grant Funds"). Payment shall be made to the City on a reimbursement basis for costs incurred by the City in constructing the Entry Gate and Fence, which will be paid within thirty (30) days of presentation to the DDA of properly executed monthly reimbursement forms containing the documentation required hereunder.
- 1.3 The DDA obligation to release the DDA Grant Funds to the City is expressly subject to the following conditions:
 - (a) The City utilizing deconstruction as a method for minimizing construction and demolition waste;
 - (b) Submission of all documentation reasonably requested by the DDA for reimbursement, including actual cost accounting documentation, expenditure of City-budgeted funds documentation, and contractor documentation of deconstruction as a method for minimizing construction and demolition waste from entering the landfill; and
 - (c) In the event the DDA Grant Funds have not been released to the City by December 31, 2023, the release of such funds after such date shall be expressly contingent upon the reappropriation of such funds by the DDA Board, in its discretion, and the City Council of the City, in its discretion.

2. City Obligations:

- 2.1 Within twelve (12) months of the execution of this Agreement, the City will commence work on the Façade Renovations and Entry Gate and Fence.
- 2.2 The City will conform its work using the grant funds provided under this Agreement to the scope, use, material selections and design as presented to the DDA Board. The City will follow its procurement requirements in selecting and contracting with contractors and subcontractors to perform the work on the Façade Renovations and Entry Gate and Fence.
- 2.3 The City will provide the DDA with periodic updates regarding the Carnegie Renovation

Project, on a reasonable frequency as determined by the DDA.

- 2.4 The City Manager of the City of Fort Collins has adopted the City Give Financial Governance Policy to provide for the responsible, transparent, and efficient management of charitable donations to the City which requires that all philanthropic revenue will be used solely by the City for the designated uses determined by donor intent within and for the benefit of certain City services. As such, the DDA Grant Funds made by the DDA for the designated purpose of the Carnegie Historic Library renovation will be deposited into the City Give Business Unit and subject to the financial policies of all philanthropic revenue. This Agreement will be made a part of the City's permanent records and is intended to serve as a guide to those in the City who will administer the DDA Grant Funds in the future. If, at a future date, the City Give Financial Governance Policy is to change or be revised, the DDA Grant Funds shall be subject to the policy as approved by the City Manager per the date of this award. In acceptance of this grant and per City Financial policy, these funds will be used exclusively for the designated purpose set forth by the DDA. Charitable gifts to the City of Fort Collins are delivered directly from the City Give Business Unit into the budget of the specified project, and shall not be used for any other purpose. If, in the event, there are remaining funds at the project's completion, the City will return unused funds to the DDA, up to the amount of the DDA Grant Funds, or work with the DDA to allocate those funds toward complementary project features per the DDA's written consent.

3. Term

- 3.1 The term of this Agreement will begin on the date it is fully executed by the Parties (the "Effective Date") and shall continue through completion of the renovation work contemplated by this Agreement.

4. General Terms and Conditions

- 4.1 *Representatives.* The City and the DDA will each designate representatives for the purposes of managing this Agreement and the activities contemplated under this Agreement.

4.2 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning grants for the renovation of the Carnegie Center for Creativity. Any amendment to this Agreement must be in writing and signed by both Parties.

4.3 *Assignment.* No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both Parties.

4.4 *Choice of Law.* This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.

4.5 *No Third Party Beneficiaries.* Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and the DDA. Any services or benefits that

third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

4.6 *Authority.* The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their representative capacity on behalf of a Party.

4.7 *Liability; Governmental Immunity; Insurance.* Each Party shall be solely responsible for its actions, including the actions of its employees or authorized volunteers. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The City represents that it has adequate insurance coverage for the renovation work contemplated under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

CITY:

**CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation**

By: _____
Kelly DiMartino
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

**Fort Collins, Colorado, Downtown Development Authority,
a body corporate and politic**

By: _____
David Lingle, Board Chair

Date: _____

ATTEST:

Dwight Hall, Secretary

Carnegie Center for Creativity Renovation

History of the Building: The historic Carnegie building is one of the oldest, continuously operating public buildings in Fort Collins. Completed in 1904 with \$12,500 in grant funds from Andrew Carnegie, this building served as the City's first dedicated public library. It was designated a local Historic Landmark by Resolution in 1978. The building is also a contributing structure to the Laurel School Historic District, National Register 10/3/1980, 5LR.463. The Carnegie Building is an excellent example of monumental Italian Renaissance or Renaissance Revival style architecture, constructed of dressed red sandstone block. Located at 200 Mathews Street in Library Park in Old Town Fort Collins, the building is now the Carnegie Center for Creativity (CCC) and offers an affordable, community-focused cultural space for gallery exhibitions, performances, classes, and special events. It also is the home of Fort Collins Public Media and the Fort Collins Downtown Creative District.

In 2015, the Fort Collins community passed the Community Capital Improvement Program (CCIP) Ballot Measure, and the CCC was scheduled for renovation beginning in 2024. However, renovation work on the building outside of what was planned in the CCIP has already begun (Phase One), and to capitalize on that work and minimize future building closure, the City has decided to move forward with the CCIP renovation work in 2022/2023 (Phase Two). Roof upgrades and new copper gutters have recently been installed and the elevator in the building was also replaced to meet ADA standards.

Description of the Project: The total project focuses on infrastructure and historic restoration to ensure the building will continue to function as a public resource into the future. Work to be completed includes:

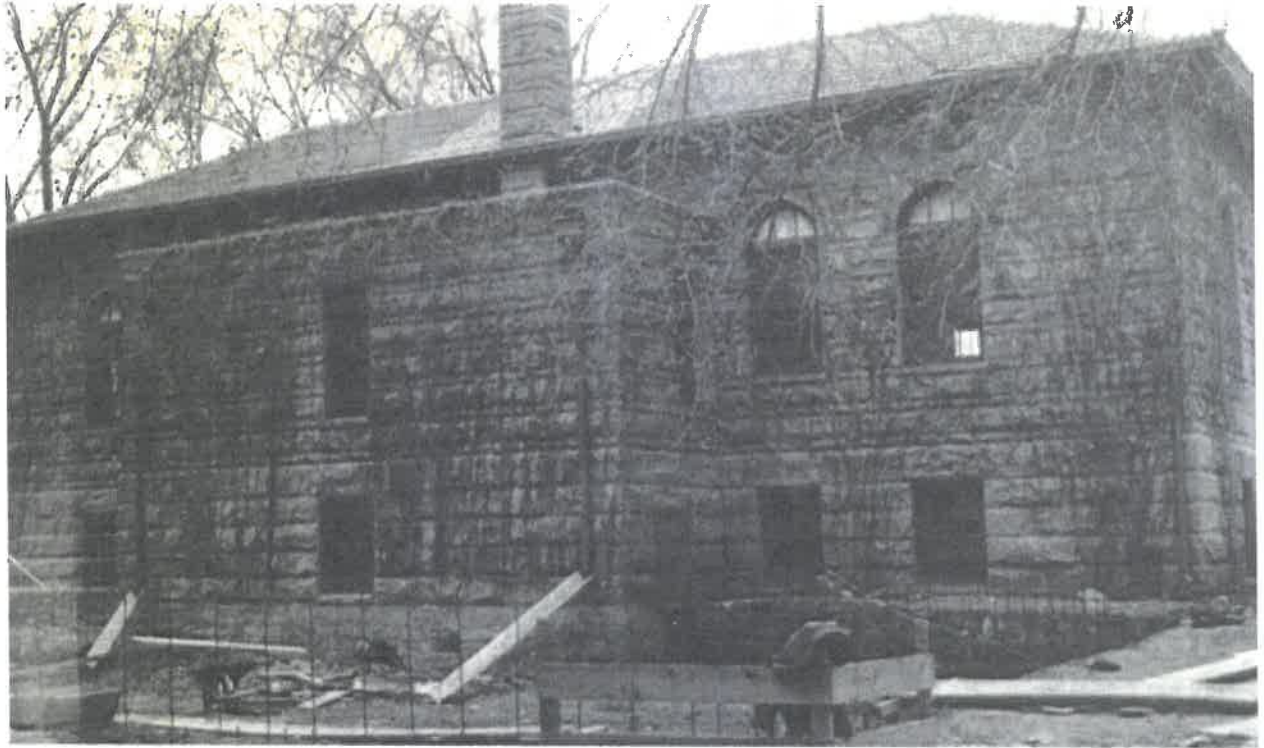
- Uncover and restore windows
- Add a main staircase to connect floors
- Renovate and add restrooms
- Upgrade electrical

- Replace mechanical systems
- Restore interior floors and finishes
- Restore and repair exterior masonry
- Address Americans with Disability Act needs, including creating a new entrance

The CCC is one of the very few facilities in the Fort Collins area that offers affordable exhibition, performance, and special event space. An important publicly accessible facility, it is also one of the few spaces that local individual artists curate their own shows and can sell their work commission-free. The building is utilized by local arts nonprofit organizations such as the Center for Fine Art Photography and Impact Dance to present exhibitions and performances. The CCC is home to the community's annual Youth Art Month exhibit and art exhibits by art students from Colorado State University. The CCC is a central location for the monthly Downtown Fort Collins First Friday Art Walk and the Annual City Studio Art Tour. The CCC is the home for community meetings and special events such as community fundraisers, including recently for La Cocina and the Poudre River Heritage Alliance. Fort Collins Startup Week and Artup Week have also taken place at the Center. Last, being one block from the Old Town core, the CCC draws visitors to Old Town where they can visit the facility and then explore and support the businesses of Old Town. With the lack of creative and cultural space in Fort Collins, the CCC will become a more robust central gathering space for the creative sector. The renovated main floor gallery with new access to the lower and upper floors will offer quality exhibition and event space. The three flex-rooms are being design so they may be used for various activities including classes, meetings, and smaller exhibitions and events. The CCC will be a location for many artists and arts and culture nonprofits in Fort Collins to have place to meet, interact, and build community.

Also key to the renovation will be to further positive activity during the day and into the evenings of the Library Park neighborhood. Having the windows uncovered, lights on, and people visiting will bring needed positive activity to a block that has attracted negative activity.

EXHIBIT A TO RESOLUTION 2023-106





- A** REFURBISH SOFFITS
- B** RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- C** REPLACE/IMPROVE LIGHTING
- D** REFURBISH WINDOW FRAMES

- E** RESTORE & REPAIR MASONRY
- F** IMPROVE WAYFINDING TO MAIN ENTRY
- G** ADD SECURITY BARS TO MAIN ENTRY ARCHWAY
- H** REMOVE PLYWOOD FROM WINDOWS
- I** REPLACE EXISTING GATE

BUILDING UPDATES : WEST ELEVATION

EXHIBIT A TO RESOLUTION 2023-106



REFURBISH SOFFITS



REFURBISH SOFFITS



REMOVE PLYWOOD FROM WINDOWS (SHOWN COMPLETED)
RENOVATE WINDOWS WITH NEW INSULATED GLAZING
REFURBISH WINDOW FRAMES



REFURBISH WINDOW FRAMES



REFURBISH MASONRY



REPLACE/IMPROVE LIGHTING
REFURBISH MASONRY

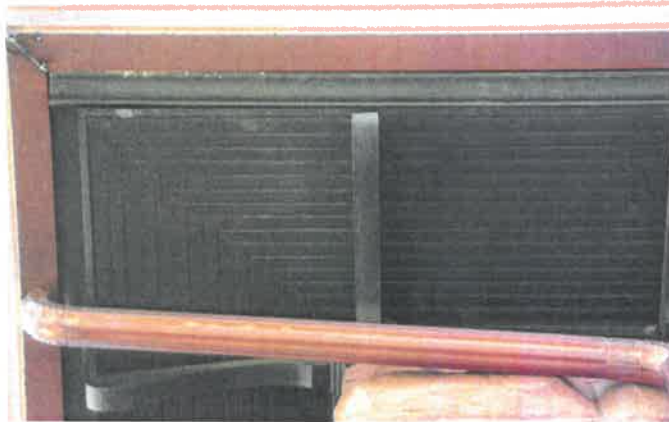


- A** RENOVATE SOFFITS
- B** RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- C** REPLACE/IMPROVE LIGHTING
- D** REFURBISH WINDOW FRAMES
- E** RESTORE & REPAIR MASONRY

EXHIBIT A TO RESOLUTION 2023-106



REFURBISH MASONRY



REFURBISH SOFFITS (REPLACE MISSING TRIM)



REFURBISH SOFFITS



REFURBISH SOFFITS



RENOVATE WINDOWS WITH NEW INSULATED GLAZING
REFURBISH WINDOW FRAMES



REFURBISH MASONRY
REPLACE/IMPROVE LIGHTING

EXHIBIT A TO RESOLUTION 2023-106



- A** REFURBISH SOFFITS
- B** RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- C** REPLACE/IMPROVE LIGHTING
- D** REFURBISH WINDOW FRAMES
- E** REFURBISH MASONRY

EXHIBIT A TO RESOLUTION 2023-106



REPLACE EXISTING LIGHTING
REFURBISH MASONRY



REPLACE DAMAGED EXISTING DOORS



REFURBISH MASONRY



RENOVATE WINDOWS WITH NEW INSULATED GLAZING
REFURBISH MASONRY



RENOVATE WINDOWS WITH NEW INSULATED GLAZING
REFURBISH MASONRY



UPDATE BUILDING ACCESS



- A** RENOVATE SOFFITS
- B** RENOVATE WINDOWS WITH NEW INSULATED GLAZING
- C** REPLACE/IMPROVE LIGHTING
- D** REFURBISH WINDOW FRAMES
- E** RESTORE & REPAIR MASONRY
- F** IMPROVE WAYFINDING TO SOUTH ENTRY
- G** ADD NEW ENTRY CANOPY AT SOUTH ENTRY DOOR

EXHIBIT A TO RESOLUTION 2023-106



IMPROVE WAYFINDING TO SOUTH ENTRY
REPLACE/IMPROVE LIGHTING
ADDRESS DRAINAGE ISSUES



REFURBISH MASONRY



REFURBISH SOFFITS
REMOVE IVY



REFURBISH SOFFITS
REMOVE IVY



REFURBISH SOFFITS
REMOVE IVY

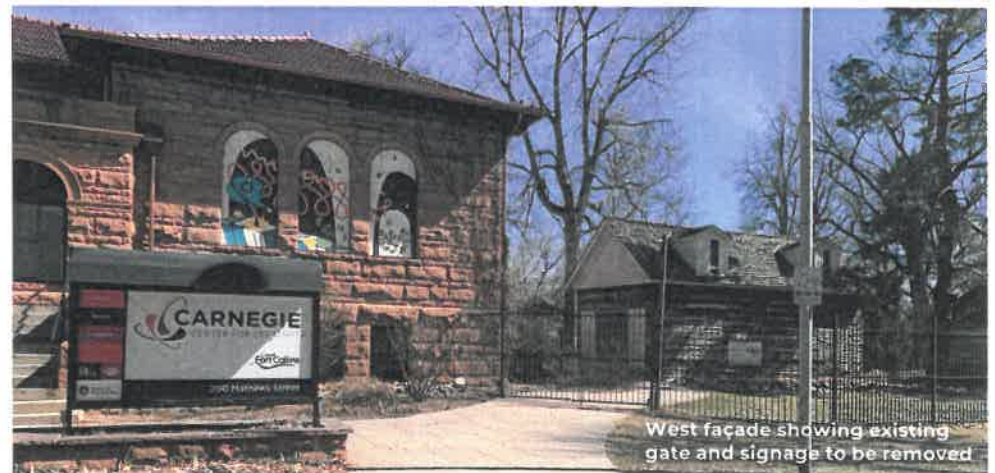
BUILDING UPDATES : SOUTH ELEVATION



ADDRESS DRAINAGE ISSUES
REFURBISH WINDOW FRAMES
REMOVE IVY



EXHIBIT A TO RESOLUTION 2023-106





GATE MATERIALS

- "CAR PAINT" PAINTED STEEL (GRAY & ORANGE)
- RED SANDSTONE TO MATCH EXISTING BUILDING
- POWDER COATED STEEL SLIDING GATES W/
PERFORATED INFILL







NOTE: SITE STAIR & NEW SLOPED
SIDEWALK ARE NOT SHOWN BUT
WILL BE ADDED TO HELP ADDRESS
SITE DRAINAGE ISSUES.