

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
FOR THE CONSTRUCTION, OWNERSHIP, MAINTENANCE, AND MANAGEMENT
OF THE REGIONAL TRAINING CAMPUS**

This First Amendment is hereby made and entered into this ___ day of _____, 2024, by and between the City of Loveland, Colorado, a municipal corporation, hereafter “Loveland,” and the City of Fort Collins, Colorado, a municipal corporation, hereafter “Fort Collins,” and hereinafter each referred to as a “City” and collectively referred to as “Cities.”

RECITALS

WHEREAS, the Cities entered into an Intergovernmental Agreement for the Construction, Ownership, Operation, Maintenance, and Management of the Regional Training Campus, dated March 19, 2019, herein referred to as the “Original Agreement.”

NOW, THEREFORE, the Cities hereto agree as follows:

1. It is expressly agreed by the Cities that this Amendment is supplemental to the Original Agreement, which is, by reference, incorporated herein, made a part hereof, and identified as Attachment “A”, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they are expressly rewritten, incorporated, and included herein.
2. It is agreed the Original Agreement is and shall be modified, altered, and changed in the following respect only:

Section 4. Joint Training Campus Operation and Maintenance. of the Original Agreement is hereby amended in its entirety to read as follows:

Joint Training Campus Operation and Maintenance. The operation and maintenance of the Training Campus is a cooperative effort between the Cities, with full management and policy-making authority vested equally in both Cities. “Policy Issues” shall include, but shall not be limited to, participation in federal and state grant agreements, construction of capital projects, and approval of the annual contributions to the Maintenance and Repair Fund (defined below in Section 10, subsection b). For purposes of this Agreement, “capital projects” specifically excludes maintenance and repair projects funded by the dedicated Maintenance and Repair Fund. “Policy Issues” shall require the approval of each City’s City Councils.

Section 5. Facility Management. of the Original Agreement is hereby amended in its entirety to read as follows:

Facility Management. Management of the Training Campus shall be vested in each City's Chief of Police or their designee. The Chiefs of Police shall be responsible for approving

an Operation Plan that will serve as the principal document by which the Training Campus will be utilized and maintained by the Cities. The Operation Plan shall reflect that each City shall have an opportunity for equal access to the Training Campus to meet, at a minimum, each City's basic training needs. The annual schedule for use of the Training Campus by the Cities and by third parties shall be determined by mutual agreement of the Chiefs of Police or their designees and set forth in the Operation Plan; provided, however, the Campus Manager shall have certain authority with respect to adjustment of the annual schedule for the Cities and third parties as provided in Section 9(c) herein. The Operation Plan will also address the use of the Training Campus by third parties including proposed fees for such use, and the manner in which each City may provide Administrative Services (defined below in Section 7) to benefit the Training Campus. In addition, the Operation Plan may include rules and regulations concerning the use of the Training Campus. The Chiefs of Police are responsible for the governance of the Training Campus related to any issue that is not considered to be a Policy Issue as defined in Section 4 above, and as such, the Chiefs of Police or their designee, may authorize any proposed maintenance or repair project, as recommended by the Technical Advisory Committee. The Technical Advisory Committee shall be made up of the training subject matter experts from both owning agencies with the Training Center Manager as the chair of the committee. The committee's makeup shall be capped at eight (8) members, four (4) from each agency, with the Training Center Manager as the ninth (9th) member. Recommendations from the committee must be unanimous, but their recommendations shall not be binding on the Police Chiefs. The Police Chiefs or their designee shall approve of all third-party use agreements for the Training Campus and final determination of any scheduling disputes arising from actions taken by the Campus Manager. In the event of a dispute between the Chiefs of Police that cannot be settled in good faith, the Cities agree that the dispute will be directed to the City Managers for discussion and decision. If the Cities fail to resolve disputes via the City Managers, the Cities may utilize, subject to mutual agreement, the dispute resolution process identified in Section 17(b) of this Agreement. If the Cities have failed to resolve disputes via Section 17(b) or have not mutually agreed to utilize Section 17(b), the Cities may utilize Section 17(c) or Section 18 of this Agreement.

Section 9. Training Campus Manager, Appointment, and Duties., Subsection (d)(i)(6) of the Original Agreement is hereby amended in its entirety to read as follows:

All other maintenance obligations as set forth in the adopted Operation Plan. The Campus Manager shall zealously enforce all warranties on the structures, equipment, fixtures, or other tangible objects within, at or upon the Training Campus for the benefit of the Training Campus and the Cities. The Campus Manager may recommend the disposition of obsolete or surplus property to Chiefs of Police consistent with either Loveland's or Fort Collins's purchasing ordinances, regulations, or rules, as recommended by the Technical Advisory Committee and accepted by the chosen City's Chief of Police and

respective finance department. Any proceeds from the sale of such surplus property shall be deposited into the Operations Fund and shared equally by the Cities.

Section 10. Dedicated Fund. of the Original Agreement is hereby amended in its entirety to read as follows:

Dedicated Fund.

- a. General. The City of Loveland is acting as the fiscal agent for the Training Campus and shall keep a fund for the benefit of the Training Campus (the “Dedicated Fund”). The Dedicated Fund shall consist of two separate and independent categories of funds: 1) a lapsing maintenance and repair fund (“Maintenance and Repair Fund”); and 2) a lapsing fund for the annual expenses for Administrative Services and operations (“Operations Fund”). On an annual basis, when the budget and annual contributions from each of the Cities are calculated, any remaining fund balance in the Operations Fund will be applied to offset the annual contributions from each City to the Operations Fund. On a monthly basis, Loveland shall provide a record of the revenues, expenses, and account balances for the Maintenance and Repair Fund and the Operations Fund. The Dedicated Fund shall be equally owned by both Cities but will be held in trust by Loveland acting as the fiscal agent. The Dedicated Fund shall be subject to annual appropriation by the governing bodies of each City. However, Loveland shall treat the Maintenance and Repair Fund as though it were a non-lapsing fund to the maximum extent possible under the Loveland Municipal Code. Loveland staff shall annually submit to its City Council a request to re-appropriate the funds contained in the Maintenance and Repair Fund and the Operations Fund during Loveland’s annual budget process.
- b. Definitions. For purposes of this Agreement, “Maintenance and Repair” shall be defined as any project or activities to maintain an asset in operating condition. They are classified as such if they are performed to restore the asset’s physical condition and/or operation to a specified standard, prevent further deterioration, replace, or substitute a component at the end of its “useful life,” serve as an immediate but temporary repair, or assess ongoing maintenance requirements. “Maintenance and Repair” are those projects or activities that utilize existing funds, which do not require funding from an external source. “Capital Projects” shall be defined as any project or activities that construct either new facilities or make significant, long-term renewal improvements to existing facilities. “Capital Projects” are those projects or activities that rely on external funding sources. Capital projects, unlike maintenance and repair, are Policy Issues which require approval from both City’s City Councils in conformance with Section 4 above.

3. Except as expressly modified above, all other terms and conditions of the Original Agreement shall remain the same.

IN WITNESS WHEREOF, the Cities have executed this First Amendment, effective as of the date fully executed by the Parties.

CITY OF LOVELAND, COLORADO

CITY OF FORT COLLINS, COLORADO

BY: _____
Roderick Wensing, Acting City Manager

BY: _____
Jeni Arndt, Mayor

ATTESTED:

BY: _____
Assistant City Clerk

BY: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

BY: _____
Assistant City Attorney

BY: _____
Assistant City Attorney