INTERGOVERNMENTAL AGREEMENT
RELATED TO AN ON-CAMPUS STADIUM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), dated April 13, 2015, is entered into by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation ("City"), and THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY ("CSU"). The City and CSU are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City is a home-rule municipality that was first settled by non-native homesteaders in the mid-1800's, was originally platted as a town site in 1866, and became the seat of Larimer County government in 1868. In 1873 the town of Fort Collins was incorporated. Fort Collins has a current population of more than 150,000, having grown steadily over the last 55 years from a 1960 population of 25,000.

B. The City is home to CSU, and they share a long and successful history. CSU was originally founded as the Agricultural College of Colorado in 1870, and the school first opened its doors in 1879, with two faculty members. Over the last 40 years, the CSU on-campus student population has increased from 18,000 to over 25,000, with 1,700 faculty members, and approximately 4,625 staff members. CSU is the largest employer in northern Colorado.

C. Such substantial growth inherently has required and will continue to require improvements and enhancements by the City and CSU to transportation and utilities infrastructure. CSU benefits from the quality of Fort Collins, and Fort Collins benefits economically and culturally from CSU.

D. In 1912, CSU opened Colorado Field, located near College between Pitkin and Edwards, which was the on-campus home to CSU's football team. It had a 5,000 seat grandstand and a press box, and was used for competition through 1967. In 1968, CSU opened Hughes Stadium, located at the base of the foothills, and Hughes Stadium has been the home of the CSU football team to date.

E. CSU currently manages game day operations at Hughes Stadium. Those documented efforts include regular coordination with various groups from the City, Larimer County and the State of Colorado. Before each football season, CSU representatives, including representatives from the CSU Athletics Department, the CSU Police Department, and CSU emergency management personnel, meet with representatives from Fort Collins Police Services, Poudre Fire Authority, the City Traffic Operations Department, Larimer County Sheriff's Office, the Colorado State Patrol, and Poudre Valley Hospital/University of Colorado Health to plan home football game day operations. Those game day operations include planning for security arrangements, emergency and medical response, as well as traffic and parking plans. In addition, before each home football game, CSU hosts a meeting with those same individuals to coordinate the specific operations for the upcoming football game. CSU follows a similar approach when
planning and managing events on the CSU main campus, including basketball and volleyball games and special events at Moby Arena.

F. For several years, CSU has given serious consideration to the construction and operation of a new on-campus stadium located on CSU’s main campus. On December 5, 2014, following hours of public comment and discussion among the Board of Governors of the Colorado State University System, the Board approved the recommendations of CSU President Tony Frank to go forward with the planning, development, financing and construction of an on-campus multi-use stadium facility at CSU to be located at West Lake Street and Meridian Avenue. CSU anticipates the stadium facility will host CSU home football games beginning with the 2017 season.

G. On December 4, 2014, the City Council passed Resolution 2014-109, stating that the construction of an on-campus stadium would present impacts to the City and to the neighborhoods adjacent to the proposed stadium, and directing the City Manager to negotiate an intergovernmental agreement with CSU regarding those impacts. CSU and the City have engaged in numerous discussions regarding the impacts of an on-campus stadium and both the City and CSU agree that mitigation of these impacts can be addressed through an intergovernmental agreement addressing operational planning, infrastructure, improvements, transit operations, parking and traffic issues, law enforcement and security services, as well as neighborhood relationships.

H. In connection with CSU’s planning for the new stadium, CSU and the City have evaluated stadium-related impacts in order to develop plans and commitments for mitigation of such impacts, as described in this Agreement, including but not limited to operational planning, infrastructure, improvements, transit operations, parking and traffic issues, law enforcement and security services, as well as neighborhood relationships.

I. The conduct of significant events in the on-campus stadium facility will have certain impacts to the CSU campus and the surrounding neighborhoods, and as set forth herein, CSU agrees to be responsible for mitigating the impacts that are directly related to the construction and operation of the on-campus stadium facility. However, it is CSU’s position that it is not responsible for any current City infrastructure inadequacies, nor for any improvements that may be desired by the City yet are not directly related to the construction and operation of the new on-campus stadium facility.

J. The Parties have jointly identified the need and responsibility to evaluate and manage the existing pedestrian and bicycle traffic entering, exiting, and traversing campus, as well as the increase in such traffic created by the use of the stadium. The Parties also acknowledge the mutual goal of promoting bike and pedestrian safety both on- and off-campus. This responsibility, in conjunction with the Parties’ mutual commitment to reducing vehicle traffic, will be achieved by the improvement of access points around campus, including both grade-separated crossings and same-grade crossings. The safety and management of pedestrian and bicycle traffic will be further achieved by a multi-modal approach to event operations. By emphasizing public transit, as well as implementing best efforts to disperse and spread out peak arrival and departure flows, the Parties can avoid unnecessary infrastructure costs while
maximizing the stadium’s benefit to CSU and the City. The precise impact of the pedestrian and other traffic generated by the use of the stadium on the surrounding campus, neighborhoods and public services and infrastructure cannot be perfectly predicted, even leading up to the stadium opening. The Parties agree to continue to work together in good faith to identify impacts and common needs, and to develop plans for mitigating such impacts going forward.

K. For the purposes of this Agreement the Parties have deemed the terms “campus” and “main campus” to mean generally the approximately 200 acre area southwest of the intersection of College Avenue and Laurel Street that is used by CSU for academic purposes, administrative purposes and other programs and activities associated with CSU. The terms “campus’ and “main campus” are not intended to have a particular legal or interpretive significance as used in this Agreement.

L. CSU is recognized locally and nationally as a “green” university, and makes substantial efforts in both construction and normal operations to minimize impact on the environment. In 2015, CSU received the highest score ever reported on the Sustainability Tracking, Assessment and Reporting System (“STARS”), earning CSU the title of the most sustainable university in the country. The City of Fort Collins is also recognized for its green initiatives and energy conservation. Both Parties approach new construction and operational efforts with the same commitment to the environment that helped earn these accolades.

M. As set forth in this Agreement, the City and CSU agree to take specific steps to mitigate the impacts related to the construction and operation of a new on-campus multi-use stadium facility, and agree to continue to collaborate and coordinate together in order to advance these objectives.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this Agreement will begin on the date it is fully executed by the Parties (the “Effective Date”) and shall continue until June 30, 2020, provided that the Agreement shall be automatically extended for successive five (5) year terms until either party gives written notice to the other of its intent to terminate this Agreement at the end of its then-current term. Such notice shall be given at least sixty (60) days prior to the end of the then-current term. The Parties have agreed to review and update this Agreement as needed through the adoption of addenda, as more specifically described below.

2. **Use of the Stadium.**

   A. **Uses.** CSU contemplates using the new on-campus stadium facility (the “Stadium”) for several purposes, including but not limited to football practices and games, other CSU NCAA sports, club sports practices and games, intramural practices and games, band and cheerleading practices, athletic camps, as well as special events such as welcome and orientation events, graduation ceremonies, distinguished speakers, and occasional concerts, and various academic and student support purposes, many of which already occur in other CSU locations, including on the main campus.
B. **Major Events.** For purposes of this Agreement, a "Major External Event" is defined as a ticketed event, for which tickets are offered for sale to the public, featuring a performance external to CSU, at which attendance is anticipated to exceed 12,000 persons. For purposes of this Agreement, a "Major CSU Event" shall mean any event held at the Stadium that is expected to take place (and ultimately does take place) in the Stadium that, based on past experience, advance ticket sales or other reasonably accurate and publicly available information, is reasonably expected to attract 12,000 or more attendees who are primarily CSU students, faculty, staff, alumni, donors, or supporters and their respective family members and guests, including but not limited to CSU football games, commencement, or new student orientation.

CSU agrees not to hold a Major External Event in the Stadium for the first two calendar years after the Stadium’s substantial completion. Following the initial two-year period, CSU anticipates hosting no more than one (1) Major External Event in the third year, no more than two (2) Major External Events in the fourth year, and no more than three (3) Major External Events in the fifth year. CSU agrees to give the City notice of at least sixty (60) days prior to any Major External Event at the Stadium, and to review each Major External Event with the City, both before and after it occurs. If significant problems are discovered through good faith discussions, CSU agrees to discuss with the City a possible limit on the number or extent of future Major External Events.

3. **Stadium Event Management.**

A. **Regular Coordination.** CSU agrees to continue communicating and coordinating with the City and Larimer County and other relevant agencies for all Major CSU Events and Major External Events held at the Stadium (either referred to as a "Major Event"). In addition, CSU agrees to work with the City to develop, no later than one year in advance of the first Major Event, a Major Event Coordination and Operations Plan ("the Plan") to provide a framework for management of Major Events, based upon the size, nature and timing of such events. It is anticipated that the Plan will also assist CSU and the City in establishing a framework for planning and coordinating other events that are not considered Major Events but are anticipated to alter the pattern or volume of pedestrian, transit or other traffic flows, or otherwise impact the public facilities serving the CSU campus. The Parties agree to work cooperatively to review and update the Plan from time to time in coordination to reflect the information developed through experience with events and operation of the Stadium. The Plan will also identify a process and mechanism for a game-day communications plan to provide for communication of game-day concerns and coordination, and will generally identify costs of operations expected to be incurred by the City and required in connection with Major Events, to facilitate discussion of and planning for reimbursement of those expenses by CSU.

B. **Law Enforcement and Security.** CSU will coordinate the provision of law enforcement and other security for Major Events at the Stadium. CSU agrees to be responsible for additional costs, if any, that are directly associated with the provision of law enforcement and security for Major Events, as set forth in writing for each specific Major Event. In addition, CSU agrees to consult with local law enforcement agencies
about entering into a Special Event Mutual Assistance Agreement or other agreement intended to coordinate and arrange for cooperation in connection with Major Events at the Stadium or other events anticipated to result in significant law enforcement and security needs which exceed CSU’s ability or desire to solely provide. In planning for and responding to emergencies on campus, including at the stadium, CSU utilizes a comprehensive Emergency Response Plan, which incorporates the National Incident Management System (“NIMS”), and coordinates with all other appropriate law enforcement agencies.

C. Traffic and Parking. CSU and the City agree to encourage multi-modal methods of transportation, such as walking, bicycles, buses, and shuttles, as well as vehicles, to the Stadium for Major Events. CSU is developing a traffic management and campus parking plan for Major Events at the Stadium (the “Traffic/Parking Plan”), and CSU agrees to confer with the City about the Traffic/Parking Plan and any amendments, additions or replacements of or to said Plan. The Parties agree to work together in good faith, in continuation of the spirit of current practices, regarding such approvals and such a Plan. The Parties acknowledge that the initial Traffic/Parking Plan will be based on the expectations for the initial operation of the Stadium, and that any Traffic/Parking Plan will likely require modifications over time, depending upon attendance, traffic patterns, and the availability of public transportation, as well as the evaluation of impacts based on experience with events at the Stadium. The Parties agree to review and develop plans to address costs associated with heightened or special parking enforcement in areas around the campus on Major Event days as part of post-event review process described below in Section 8(B), and on an ongoing basis.

D. City Public Transportation Services. CSU agrees to purchase at the City’s generally established price and/or rate for provision of contractual transit services, and the City agrees to the extent of its practical and legal ability to provide, additional City public transportation services, particularly additional services from Transfort, including MAX bus rapid transit service, to assist with managing the flow of people to and from Major Events at the Stadium. Such additional public transportation services will be provided to CSU upon appropriate notice and subject to available capacity, provided that the City shall use its best efforts to plan for such additional capacity in advance based on the information provided to the City by CSU, and shall not unreasonably withhold such services. CSU and the City agree to discuss on a regular basis those supplemental transportation services to be requested by CSU and provided by the City for Major Events at the Stadium.

E. Litter and Trash. CSU agrees to establish and implement litter abatement and removal practices for all events held at the Stadium that will include provision of sufficient recycling and disposal receptacles and related attendee education. CSU agrees to consult with the City about any such litter abatement plan, and any amendments, additions or replacements of or to such a plan, and is committed to working with the City, the SAG and the neighborhoods in the vicinity of the Stadium to identify and address litter and trash problems that result from Major Events or other types of events at the Stadium.
F. **Game-Day Activities.** CSU agrees to establish and support the ongoing efforts of a working group comprised of CSU staff representatives and at least one City staff representative, to evaluate and develop plans for the conduct of game-day events and activities, including tailgating, which CSU intends to encourage and provide opportunities for on the campus (rather than in adjacent neighborhoods). The working group will consult with the City regarding matters of shared interest and concern, and CSU will share plans for the conduct of game-day events and activities with the City and integrate those plans into the Major Event Coordination and Operations Plan.

4. **Neighborhood Relationships.**

A. **Stadium Advisory Group.** CSU and the City agree to support and participate in the creation and maintenance of a Stadium Advisory Group ("SAG" or "the Group") to examine actual impacts and community interactions as the Stadium is put to use. The SAG shall be established by the Parties within six months of execution of this Agreement, and shall be comprised of no fewer than nine persons, no fewer than six of whom shall be affiliated neither with the CSU organization nor the City organization, except that they shall be jointly appointed by the City Manager of the City and the President of CSU. Of said unaffiliated members, no fewer than two shall be members of the local business community. The City shall have no fewer than one representative, and CSU shall have no fewer than two representatives on the SAG. The SAG will be created in good faith, and any recommendations will be considered by both parties as future decisions related to the Stadium, its operations, and impacts, are made. The SAG will meet at least twice yearly, before and following the football season, to review and assess Stadium issues impacting the local residents.

B. **Good Neighbor Fund.** CSU recognizes the construction and subsequent use of the Stadium may have impacts on the neighborhoods adjacent to the University, both expected and unexpected. In the spirit of partnership and responsibility, CSU will conduct fundraising efforts to establish a Good Neighbor Fund ("the Fund"), administered and maintained by CSU or an associated foundation or other appropriate entity, for the sole purpose of supporting efforts to lessen any undesirable or unanticipated effects on City neighborhoods. The stated goal of this fund is an endowment of $750,000, with the endowment income to be committed in whole or part to such ameliorative efforts. However, during the fundraising process or until the expiration of this Agreement, whichever is shorter, CSU will commit up to $37,500 annually to proposals submitted in the spirit of the Fund. Such funds will be allocated and disbursed at CSU’s discretion, through a process to be determined at a later time taking into account input from the City and the SAG.

5. **Infrastructure and Related Improvements.** The project titles and descriptions in this section are for reference only, and have been specified and defined more thoroughly elsewhere through direct staff-level discussions between the Parties. Such details may change through mutual written assent external to this Agreement, via the ongoing cooperative efforts as
described herein. All City infrastructure shall be designed and constructed in accordance with the applicable standards and specifications. The Parties acknowledge that the final extent and nature of improvements required may be modified as needed to serve or address the impacts of the Stadium and related improvements as finally designed. In addition, the Parties acknowledge that it will be necessary for the Parties to further discuss and determine the allocation of responsibility for actual construction, as opposed to funding, of improvements.

A. Coordination of Construction. Both parties acknowledge that the construction of the Stadium and the surrounding improvement projects will create a temporary disruption for local residents, the City, CSU staff, and CSU students. As it is in the best interest of the citizens and thereby the Fort Collins community, the City and CSU will offer their respective assistance in good faith when necessary to accommodate the improvements described herein. Accordingly, CSU agrees to consult and partner with the City regarding CSU construction plans, schedules and related operational modifications, in order to ensure that any required impacts on, or management of, public facilities or services are addressed. CSU shall be responsible for the costs of repair, restoration or replacement, to City standards, of City facilities damaged as a result of CSU’s construction activities or related impacts.

B. Utilities. CSU agrees that City-furnished utility service to the Stadium and any related improvements are subject to compliance with all terms and conditions for utility service, payment of all applicable rates, fees and charges, and construction of required infrastructure in accordance with applicable City standards and specifications. Based on the proposed design and service level for the Stadium as of the time of this Agreement, CSU understands that it will be required to fund or to construct the following improvements and any other utility improvements determined to be necessary for the construction and operation of the Stadium:

(1) Waste Water
   a. Sanitary sewer installation under Whitcomb Street from Lake Street to Wallenberg Drive to provide capacity for the Stadium plus replacement of existing collection system under Whitcomb Street due to the congested right of way. Existing services and collection systems to the existing Whitcomb Street system shall be reconnected to the new sanitary sewer main.
   b. Downstream pipe upgrade replacements to provide capacity improvements necessary to serve the stadium and maintain any currently existing excess capacity for future needs.
   c. Or an alternate design of either or both items a. and b., as mutually approved by the City and CSU.

(2) Storm Water
   a. Replace and construct portions of an existing 42" University-owned and University-maintained storm sewer from point of connection at stadium, at approximately Lake Street and Whitcomb Street, south and east to a new water quality pond located near Center Avenue and Bay Drive.
b. Construct a new water quality outfall pond from the 42” University-owned pipe described above.
c. Institute storm water detention.
d. Or an alternate design of any or all items a. through c., as mutually approved by the City and CSU.

(3) Electrical Feed
a. Provide new, second electrical feed into main campus from Laurel Street.

(4) Natural Gas
a. CSU shall be entirely and solely responsible for any natural gas-related infrastructure in cooperation with Public Service Company of Colorado (Xcel Energy).

C. Transportation Improvements. CSU agrees to construct or to fund the following improvements to be completed, excepting circumstances beyond CSU’s control, prior to the first Major Event held at the Stadium:

(1) Improvements at Prospect Road and Centre Avenue:
   a. Addition of a second left turn lane on both the northbound and southbound intersection approaches;
   b. Grade-separated crossing of Prospect Road for pedestrians and bicycles;
(2) Improvements at Elizabeth Street and Shields Street:
   a. Lane improvements;
(3) Improvements at College Avenue and Lake Street:
   a. Modification of left turn geometry on northbound College Avenue at Lake Street;
(4) Improvements at Washington Street and Laurel Street:
   a. Enhanced pedestrian crossing;
(5) Improvements at Sherwood Street and Laurel Street:
   a. Enhanced pedestrian crossing;
(6) Improvements on Lake Street:
   a. Bike/pedestrian improvements;
(7) Main Campus Pedestrian Improvements
   a. Sidewalk improvements on Whitcomb Street between Prospect Road and Lake Street;
   b. Sidewalk improvements on Pitkin Street;
(8) Parking Improvements (Independent of the Stadium)
   i. Continued operation of main campus Lake Street parking garage;
   ii. Construction of additional main campus parking garage (approximately 400 net new parking spaces); and
   iii. Construction of additional surface parking off of Research Boulevard (approximately 900 parking spaces);
(9) Signage Improvements:
   i. Wayfinding signage to new Stadium location;
ii. Wayfinding signage to new event parking;  
iii. Signage in surrounding neighborhoods; and  
iv. New interstate signage to Stadium;  

(10) Traffic Responsive Signal System to support operational capabilities for Stadium events;  

(11) Alternative Transportation Support and Growth:  
i. Continued funding for Around the Horn and Main-to-Foothills campus shuttles.  
ii. Employee and student access to MAX rapid transit service.  

D. Additional or Ongoing Study. CSU and the City recognize that several ideas and suggested efforts have been raised in early planning stages and remain under development. The Parties agree to meet in good faith to discuss any jointly identified needs and solutions as the evaluation process moves forward, and will report on the progress of that evaluation no later than six months after the execution of this Agreement as provided in Section 8(A). The Parties agree that ongoing efforts to evaluate and analyze the need for and feasibility of these improvements will continue to completion and that periodic reports on this ongoing work will be provided to the City Manager and the University President. Project responsibility will be based on specific technical analyses including generally accepted engineering standards which shall be completed as part of this evaluation. The Parties are fully committed to implementing the following projects as soon as practicable:  

(1) Grade-Separated Pedestrian and Bike Crossings or Other Improvements to Address Crossing Issues:  
  a. Shields Street between Laurel Street and Bennett Court.  

(2) Prospect Corridor Improvements:  
  a. Improvements are outlined in West Central Area Plan, but multi-modal improvements such as the multi-use path are most beneficial for the Stadium.  

(3) Intersection Improvements  
  a. Improvements to Prospect Road and College Avenue intersection;  
  b. Improvements to Lake Street and Centre Avenue intersection.  

6. Environmental Standards for Stadium Construction and Use. The City has provided CSU with the City's environmental guidelines related to the construction and use of buildings, and CSU has agreed to review and consider those guidelines during CSU's construction and operation of the Stadium. The Parties acknowledge that these guidelines are merely advisory. CSU generally strives to achieve the standards established by the U.S. Green Building Council for Gold-level certification. In addition, CSU, as part of a larger university goal, seeks to pursue a carbon neutral standard.  

7. Noise and Lighting. The parties acknowledge there is potential for the construction and operation of the Stadium to produce noise and intrusive light that may detrimentally impact adjacent streets and neighborhoods. CSU agrees to explore, and to employ to the extent reasonably practicable, best practices and available technology concerning the
mitigation of such noise and lighting impacts. CSU agrees to strive to meet the City’s noise ordinances in connection with non-football game events at the Stadium. CSU is committed to receiving input from the SAG, if necessary, to identify and address such problems that result from Major Events or other types of events at the Stadium.

8. **Review Procedures and Updates.** The Parties acknowledge that they are entering into this Agreement based on their expectations for the initial operation of the Stadium, and that the actual impact of the Stadium cannot be fully known in advance of construction and commencement of use. The Parties agree to meet in good faith for a periodic review of this Agreement and any procedures attendant thereto, at a time and place to be mutually agreed upon. Although the Parties agree to discuss any proposed amendments to the Agreement as part of any periodic review, neither Party is obligated to agree to any subsequent amendment to the Agreement and its provisions. Specifically, the Parties agree:

A. The Parties will, within six months of the execution of this Agreement, thoroughly review the expectations, understandings and commitments of the Parties as described herein, including but not limited to a status review of the construction of all improvements described in Section 5, and the evaluation of potential improvements described in Section 5(D). The Parties will report the results of such review to their respective governing bodies and may discuss the adoption of one or more addenda to this Agreement as necessary to document updated requirements for infrastructure improvements and other commitments to reflect the further implementation of this Agreement. Neither Party is obligated to adopt such addenda to this Agreement.

B. The Parties will, beginning no later than one month after the completion of the first football season to be played in the Stadium, thoroughly review the impacts from the use and operation of the Stadium and the effectiveness of the measures described in this Agreement and in the plans and procedures established pursuant to this Agreement, including but not limited to a status review of the construction of all improvements described in Section 5, the evaluation of potential improvements described in Section 5(D), and the evaluation and development of plans for management of Major Event-related impacts, such as game-day tailgating and similar matters. The Parties will report the results of such review to their respective governing bodies, and may negotiate one or more addenda to this Agreement as necessary to document updated requirements for infrastructure improvements and other commitments to address gaps in avoidance or mitigation of impacts or unexpected consequences from the Stadium in light of such review. Neither Party is obligated to adopt such addenda to this Agreement.

9. **Existing Rights and Agreements.** Nothing in this Agreement shall act to amend, modify, or supersede any annexations, any related agreements or any other agreements, rights, or legal positions by and between the City and CSU external to this Agreement, or to alter in any way their recourse under the same.

10. **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, CSU, 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 shall be construed as an express or implied waiver by CSU or the City of its governmental and sovereign immunities, as an express or implied acceptance by CSU or the City 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 the State of Colorado, or as the assumption by any of the Parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado.

11. Default: Dispute Resolution. If any party defaults in its obligations under the terms of this Agreement, a 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 (30) days, or, for a default reasonably requiring more than thirty (30) days to effect a cure, has not commenced a cure within thirty (30) days and pursued it with diligence, the non-defaulting party may terminate this Agreement, provided that, 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 terminating the Agreement. Accordingly, the Parties will first elevate the disputed issues to senior administration, and if the matters are not resolved, the Parties may then engage in mediation or other non-binding dispute resolution methods. The Parties agree that in the event of a breach of this Agreement by either party, except for any breach of the obligations set forth in Section 5(B) herein, the sole remedy of the non-breaching party shall be termination of this Agreement as set forth herein, and neither party shall be liable to the other for any money damages, expenses, costs or attorneys’ fees, and neither party shall be entitled to seek and both Parties agree to waive the right to pursue any equitable remedies, including but not limited to injunctive relief or specific performance.

12. Notices. Any notice or other communication given by any party to another relating to this Agreement must be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other party at its respective addresses set forth below; and such notice or other communication will be deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited with an overnight commercial courier:

If to the City:

City Manager
City of Fort Collins
Attn: Darin A. Atteberry
P.O. Box 580
Fort Collins, CO 80522

With a copy to:

City Attorney's Office
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

If to CSU:

Office of the President
Colorado State University
Attn: President Tony Frank
0100 Campus Delivery
Fort Collins, CO 80523-0100

With a copy to:
Office of the General Counsel
Colorado State University System
01 Administration Building
0006 Campus Delivery
Fort Collins, CO 80523-0006

13. **Obligations Subject to Appropriation.** The obligations of CSU and the City to commit or expend funds in any subsequent fiscal year are subject to and conditioned upon the annual appropriation of funds sufficient and intended to carry out said obligations by the Fort Collins City Council and the Board of Governors of the Colorado State University System, respectively, in the City and CSU’s sole discretion. If the City Council or the Board of Governors does not appropriate funds necessary to carry out any such obligations, the City or CSU will notify the other party promptly of such non-appropriation. If such non-appropriation results in a material impairment of the City’s or CSU’s rights hereunder, such party may terminate the Agreement, with no further recourse against the other party, by providing thirty (30) days written notice.

14. **General Provisions.**

A. Words of the masculine gender include the feminine and neuter gender; and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice-versa.

B. This Agreement is to be construed according to its fair meaning and as if prepared by both Parties and is deemed to be and contain the entire understanding and agreement between the Parties. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties.

C. This Agreement cannot be modified or assigned except in writing signed by all parties.
D. Subject to the provisions hereof, the benefits of this Agreement and the burdens hereunder inure to and are binding upon the parties hereto and their respective heirs, administrators, successors, agents and permitted assigns.

E. This Agreement will be governed by and its terms construed under the laws of the State of Colorado. Any judicial proceedings commenced by a party to enforce any of the obligations, covenants, and agreements contained herein, must be commenced in the Larimer County District Court located in Fort Collins, Colorado.

F. Nothing contained herein is deemed or should be construed by the Parties nor by any third party as creating the relationship of principle and agent, a partnership or a joint venture between the Parties, or any employment relationship between the Parties.

G. This Agreement is made for the sole and exclusive benefit of the City and CSU, and it is not made for the benefit of any third party.

H. If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice any party in their respective rights and obligations under the valid terms and conditions of this Agreement.

I. No party will be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder 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, rights, rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

THE CITY OF FORT COLLINS, COLORADO
a Municipal Corporation

Date: 03/27/15

By: [Signature]
Karen Weitkunat, Mayor

ATTEST:

[Signature]
Wanda Nelson
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY

Date: 4/13/15

By: ____________________________
Tony Frank, President

Date: 4/18/15

Legal Review:
By: ____________________________
Jason L. Johnson
Deputy/General Counsel
Colorado State University System