

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 31
SERIES OF 2022**

**A RESOLUTION AUTHORIZING A FINANCIAL CONTRIBUTION FOR THE
COMMUNITY JUSTICE CENTER AND AUTHORIZING NEGOTIATIONS FOR AN
INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY**

WHEREAS, Lake County (“County”) is statutorily required to provide safe, adequate justice facilities, including a jail; and

WHEREAS, the County’s current jail facilities were built in 1955; and

WHEREAS, due to the deteriorating conditions of the County’s current jail facilities and the jail’s inability to meet State standards, the jail was closed in March of 2019 and remains closed, with inmates being housed in neighboring counties; and

WHEREAS, the Lake County Board of County Commissioners determined that building a new Community Justice Center facility, which will include detention, court, and law enforcement facilities, will promote safety, efficiency, and fairness for Lake County residents; and

WHEREAS, the City desires to make a financial contribution for the construction of the new Community Justice Center and use the Justice Center once it is built to house, at a minimum, the City’s municipal court and police department facilities; and

WHEREAS, City Council finds that it is in the best interests of the public health, safety and welfare to authorize a financial contribution toward the construction of the Community Justice Center and authorize City staff to negotiate an intergovernmental agreement with Lake County that sets forth the rights and obligations of the City concerning the financial contribution for and use of the Community Justice Center, which agreement must include the terms and conditions set forth in the Term Sheet attached to this Resolution as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are incorporated by reference as findings and determinations of City Council.

Section 2. **Financial Contribution.** The City Council hereby authorizes a financial contribution by the City for the Community Justice Center in an amount not to exceed Five Million Dollars and No Cents (\$5,000,000.00), which shall be paid to the County in a combination of an upfront contribution and installment payments or just installment payments over the term of the County’s Certificate of Participation, or in a lump sum payment, subject to annual appropriation by the City. The City’s annual installment payment shall be calculated using the same interest rate and payment duration as the County’s Certificate of Participation terms.

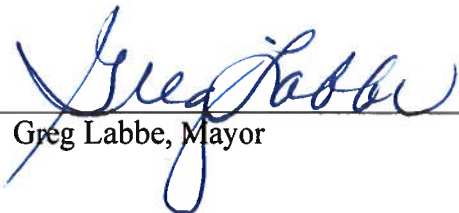
Section 3. Intergovernmental Agreement. The City Council further authorizes City staff and the City Attorney to negotiate an intergovernmental agreement with Lake County concerning the City's financial contribution toward the construction of the Community Justice Center as set forth in this Resolution and the rights and obligations regarding the City's use of the Justice Center for, at a minimum, its municipal court and police department facilities once the Justice Center is constructed. Such intergovernmental agreement shall incorporate the terms and conditions of the Term Sheet attached hereto as **Exhibit 1**. Council directs City staff to bring the negotiated intergovernmental agreement back to City Council for consideration and approval prior to the City's execution of the agreement.

Section 4. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

**ADOPTED this 5th day of July 2022 by a vote of 6 in favor, 0 against,
0 abstaining, and 1 absent.**



CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk

EXHIBIT 1
COMMUNITY JUSTICE CENTER TERM SHEET

(see attached document)

**Term Sheet for the Intergovernmental Agreement
between the City of Leadville and Lake County regarding the
Construction and Operation of the Community Justice Center**

Leadville City Administrator Laurie Simonson on behalf of the City of Leadville (“City”) and Lake County Commissioner Jeff Feidler on behalf of Lake County (“County”), in consultation with the respective legal counsel for the City and County, have developed the following general terms (“Term Sheet”) to be included in the future intergovernmental agreement (“IGA”) between the City and the County regarding the construction and operation of the future Community Justice Center (“CJC”). The purpose of this Term Sheet is to outline some of the key elements of the City-County IGA, recognizing that the full IGA will be negotiated in the future and will include additional terms but that a City vote regarding its inclusion in the Community Justice Center requires some clarity on key IGA terms.

Construction capital:

1. The City will commit to a contribution of five million dollars towards the construction capital of the CJC;
2. The City’s commitment to construction capital will be capped at five million dollars;
3. The County will assume the risk of increased construction capital costs by way of guaranteeing the City’s cap on capital contribution and guarantee that the City will have no additional capital costs above five million dollars;
4. The County will secure the funding for the construction through a Certificate of Participation (“COP”);
5. The City will not be a party to the COP;
6. The City’s contribution can be a combination of upfront funds and an annual installment payment or just an annual installment payment;
 - a. The annual payment amount will be comprised of the City’s contribution remainder amount (five million dollars minus any upfront contribution) divided by the term length of the County’s COP plus interest at the rate of the County’s COP;
 - b. The City’s annual installment payment shall be calculated by using the same interest rate and payment duration as the County’s COP terms.
7. By way of its contribution, the City is not purchasing any part of the building.

Operating costs:

1. The operating costs of the CJC are to be determined;
2. The City's contribution towards the operating costs will be capped at 11% of the actual total operating costs;
 - a. Operating costs could include maintenance, janitorial, security, snow removal, and renovation;
 - b. Operating costs could also include a set bed count allotted to the City at the jail.
3. The City's contribution towards operating costs will continue as long as the City occupies its portion of the CJC.

Space Allocation:

1. The Police Department will be allocated 2,108 net (2,740 gross) square feet of the CJC as core designated space. The municipal court will have shared courtroom space as core designated space. This is the City's core designated space;
2. The County will guarantee that there will be no cuts to the City's core designated space;
3. This guarantee will not apply to shared space which may be reduced as budget constraints impact space decisions (lockers/restrooms/breakroom/training room/exercise/etc.);
4. The City may opt to increase its financial contribution to increase specific spaces, in a mutually agreed IGA amendment.

Executive Committee:

1. City will be allotted two seats on the CJC Executive Committee;
 - a. These seats could be allotted to the Police Chief and City Administrator;
 - b. These seats will give the City a role in decisions regarding the construction of the CJC including decisions on space and cost.
2. The Executive Committee will be a decision-making body regarding routine design decisions and a recommending body to the County Commissioners regarding larger decisions. The Executive Committee will seek to make decisions by consensus, and

otherwise may make recommendations to the County which, as the building owner, by necessity retains final decision-making authority.

Default or Termination Provisions:

1. The City will make an earnest money deposit of \$100,000 which will be applied to its contribution and which the City will forfeit if it withdraws from the CJC after any vote by the City Council to participate in the CJC.