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Chuck Broerman
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El Paso County, CO
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Resolution No. 19-78

A JOINT RESOLUTION OF THE CITY OF COLORADO SPRINGS, THE EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, AND PIKES PEAK COMMUNITY COLLEGE TO TERMINATE THE INTERGOVERNMENTAL AGREEMENT FOR THE USE AND MAINTENANCE OF THE PUBLIC SAFETY TRAINING FACILITY AT PIKES PEAK COMMUNITY COLLEGE

WHEREAS, the City of Colorado Springs, a Colorado municipal corporation and home rule city, by and for the Colorado Springs Police Department ("City"); El Paso County, Colorado, by and for the El Paso County Sheriff's Office ("County"); and the State of Colorado Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak Community College ("College") entered an Intergovernmental Agreement (*Exhibit 1*, the "IGA") for the Use and Maintenance of the Public Safety Training Facility (Facility) at the College in April of 2008; and

WHEREAS, the Facility is no longer being used for the purposes described in the IGA and mitigation of the Facility's use has been completed based upon per capita contributions from the Parties; and

WHEREAS, the IGA established the Steering Committee, consisting of the Sheriff of El Paso County, the Chief of Police for the City of Colorado Springs, and the Chief of Police for Pikes Peak Community College, or their respective designees, to administer the business of the Facility; the Steering Committee has recommended that the IGA be terminated based upon finding that its purposes have been fulfilled (see *Exhibit 2*, Triad Resolution of February 28, 2019); and

WHEREAS, the Agreement for the Construction, Use, and Maintenance of a Public Safety Training Facility at Pikes Peak Community College, entered in January of 1994 between the City, County, and College (*Exhibit 3*; the "1994 Agreement") preceded the IGA and contained a legal description of the Facility; and

WHEREAS, the IGA replaced the 1994 Agreement, and reversion of the Facility and improvements thereon to the College upon termination is repeated; and

WHEREAS, *Exhibits 4* and *5* are Bills of Sale from the City and County to the College memorializing the transfer of the Facility and its improvements and personal property; the legal description of the Facility contained in *Exhibits 4* and *5* is identical to the legal description contained in the 1994 Agreement; and

WHEREAS, the purposes of the IGA have been fulfilled.

NOW, THEREFORE, BE IT RESOLVED:

1. The IGA is hereby terminated.
2. The Parties' authorized representatives are hereby appointed to execute all documents necessary to carry out the intent of the Parties as described herein, including but not limited to this Joint Resolution and *Exhibits 4* and *5.*
3. The Parties' respective staff are authorized to execute additional documents, and to make non-substantive changes to effectuate their intent.

DATED this _____day of _____ 2019.

For the City:

Vince Niski 398

Vince Niski
Police Chief

For the County:

DONE THIS 19th day of March, 2019, at Colorado Springs, Colorado.

ATTEST:

By: _____
Chuck Broerman,
El Paso County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Mark Waller, Chair

COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM:
3/11/19

For the College:

State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education, acting by and through Pikes Peak Community College

By: _____
Lance Bolton, Ph.D., President

2-28-19
Date

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND MAINTENANCE OF THE PUBLIC SAFETY TRAINING FACILITY AT PIKES PEAK COMMUNITY COLLEGE

Parties.

This Intergovernmental Agreement (hereafter "Agreement") is between the City of Colorado Springs, a Colorado municipal corporation and home rule city, by and for the Colorado Springs Police Department (hereafter "City"); El Paso County, Colorado, by and for the El Paso County Sheriff's Office (hereafter "County"); and the State of Colorado Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak Community College (hereafter "College").

Recitals.

The parties make this Agreement with the following understanding:

1. On December 17, 1993, the parties executed an agreement for the construction, use, and maintenance of the Public Safety Training Facility at Pikes Peak Community College (hereafter "Facility"). That agreement shall hereafter be known as the "Former Agreement."

2. Construction of the Facility is complete, and all financial obligations pertaining to the initial construction have been satisfied.

3. Based on the history of the operation of the Facility, the parties desire to execute a new agreement for the operation and maintenance of the Facility that supersedes the Former Agreement, solely regarding the operation of the Facility.

Agreement.

1. Authority. This Agreement is authorized by Colo. Const. art. XX; Colo. Const. art. XIV, §18(2); C.R.S. § 29-1-203; and other Colorado state law.

2. Term.

   a. This Agreement shall be for a term commencing on the date of the last signature of the Parties noted below, and ending on the 31st day of October 2019. This Agreement shall automatically be extended and renewed for a period of twenty-five years from the Expiration Date and can be extended for a second twenty-five year renewal term if mutually

agreed to by the Parties to the Agreement. The term of this Agreement shall in no way exceed sixty-two (62) years.

b. Upon the expiration or other termination of the term of this Agreement or the lease, title to the property, to include all improvements thereto, reverts to the College and the City shall promptly quit and surrender to the College the property, broom-clean, in good order and condition, ordinary wear since the last required repairs excepted.

3. Novation. This Agreement is a novation of the Former Agreement to the extent that the Former Agreement concerned Facility operations. This Agreement supersedes the former Agreement in all such respects. To the extent that any construction concerns may remain, the Former Agreement controls.

4. Use of the Property. The Property shall be used as a Public Safety Training Facility for the sole use of the City, County, the College, and those third parties which may be permitted access and use of the Facility by agreement of the Steering Committee, below. Unless otherwise agreed-to by the Steering Committee, the entire Facility shall be used only for training directly related to firearms use and firearms safety.

5. Maintenance of the Facility.

a. The scheduled and unscheduled maintenance and repair of the Facility grounds, buildings and access ways shall by provided by Pikes Peak Community College, with the costs thereof paid as set forth in section 5(b) herein below. Pikes Peak Community College shall also provide all electricity and other utilities needed for the operation of the Facility. When outside contractors are required, quotes will be obtained from at least two (2) different vendors.

b. The cost of maintenance and utilities will by shared by the City, County, and the College on a prorated basis, reviewed and calculated by the Parties annually, based on the projected percentage of use by each party for the ensuing calendar year. Unless otherwise agreed upon in writing by the Steering Committee, below, any party's "percentage of use" shall be calculated on a *per capita* basis. These costs may then be adjusted by the parties at the end of the calendar year to reflect actual percentage use during the year.

c. Fire and hazard insurance will be procured by action of the Steering Committee, below. Cost sharing among the parties, if any, will be agreed-upon in writing by the Steering Committee.

6. Use and Staffing of the Facility.

a. The City shall have overall administrative authority over the Facility. The City shall staff the Facility and supervise its use with at least one qualified range officer Monday through Friday of each week, excluding City holidays. The County shall staff the Facility with at least one qualified range officer, Monday through Friday of each week, excluding County Holidays, and shall use the Facility for County Sheriff and County Peace Officer firearms training. However, the College shall provide range personnel, supervision, and shall have control of the Facility during those periods of use when the College is training students or providing firearms training pursuant to Colorado law. When using the Facility, the College will provide all instructors and range personnel for College programs. Instructors from any of the Parties handling firearms or training firearms use shall be National Rifle Association qualified, or otherwise qualified by another recognized firearms training program.

b. The City, through its Police Department, shall schedule all use of the Facility by the City, County, the College, and such other third party agencies as may be permitted use of the facility under paragraph 4, above. Scheduling shall be done in conjunction with all parties to this agreement to insure that the training requirements of all the parties can be accomplished.

c. The parties may charge such fees as they may deem reasonable for the use of the range by third party agencies requesting use of the Facility, per the terms of paragraph 13, below. No fee shall be charged to the City, County, or the College for their use, as their costs are deemed included in the maintenance and utilities cost calculations set forth in paragraph 5 of this agreement. Fees charged to third parties for the use of the Facility shall be used to offset the costs of Facility utilities and maintenance. Any fees collected which remain available after maintenance and utility costs have been defrayed may be used for non-routine maintenance or other costs, per paragraph 13.

d. The City shall, in consultation and cooperation with the other parties to this Agreement, establish rules governing range safety, firearms usage, and other administrative matters.

7. Eminent Domain. If the whole or any part of the Property or Facility are taken under Eminent Domain by any Federal, State or Municipal authority, all damages for taking of the land shall belong to the College and all damages for taking of the buildings, range, and other improvements of the Facility shall belong to the City,

County, in proportion to their contributions to the construction of the Facility under the Former Agreement. Such percentages are the City of Colorado Springs at 74.4 percent and El Paso County at 25.6 percent.

8. Notice. The Parties shall designate to each other, from time to time and in writing, how and to whom notice or communications shall be addressed to the opposite parties. These designations shall be attached to the official copies of this Agreement and shall be deemed a part hereof.

9. Covenant Not to Sue. The City, County, and the College hereby waive, remise and release any right or cause of action which they may have against one another in the future which results from the performance of obligations under this Agreement by the City, the County, or the College.

10. Performance Subject to Appropriations—City. In accord with the Charter of the City of Colorado Springs, performance of the City's obligations under this Agreement is expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the County or College.

11. Performance Subject to Appropriations—County. Performance of the County's obligations under this Agreement is expressly subject to the appropriation of funds by the Board of County Commissioners, Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Agreement, or appropriated funds may not be expended due to County revenue/spending limitations as prescribed by law, then the County may terminate this Agreement without compensation to the City or College.

12. Performance Subject to Appropriations—College. Financial obligations of the College payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

13. Steering Committee. There shall be a Steering Committee (hereafter, "Committee") created, consisting of the Sheriff of El Paso County, the Chief of Police for the City of Colorado Springs, and the Chief of Police for Pikes Peak Community College, or their respective designees. The Committee members may establish their own procedural rules for conducting business as they see fit.

    a. *Purpose.* The purpose of the Committee shall be to administer the business of the Facility, including but not limited to oversight of the fee structures charged for Facility use under this Agreement and administration of the fund created from *pro rata* party contributions and

outside agency user fees. The Committee may expend funds to conduct facility business as contemplated by this Agreement. Should any such *pro rata* expenditure exceed any party's budgetary allocations for the fiscal year and require an appropriation of funds, the Committee shall prepare a financial report of such appropriation(s) and expenditure(s) for submission to each party's governing body by the end of the fiscal year.

b. *Powers.* The powers of the Committee shall be those reasonably necessary to effectively administer the business of the Facility under the terms of this Agreement. The powers of the Committee shall include, but not be limited to, the following:

   i. Deciding which non-party agencies or individuals will be permitted to use the Facility;

   ii. Deciding the fees to be charged to non-party agencies or any fee waivers;

   iii. Determining the *per capita* costs for utilities and maintenance of the Facility, per paragraph 5 of this Agreement; and

   iv. The administration of the balance of the fund.

c. *Fiscal agent.* The Sheriff of El Paso County or his designee shall serve as the fiscal agent for administration of the fund.

14. Effective Date. This Agreement shall be effective upon the date noted below when the last Party has executed this Agreement, and shall be binding upon the Parties and their successors and assigns.

15. Assignment. No party to this Agreement shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other parties.

16. Governing law. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, a Colorado home rule city. The Parties specifically agree that the operation of this facility is deemed a matter solely of local concern under the home rule authority of the City of Colorado Springs. Court jurisdiction shall exclusively be in the District Court for El Paso County, Colorado. It is also agreed that, in the performance of obligations under this Agreement, the employees, officers, and agents of each party are and remain exclusively the employees, officers, and agents of that party, regardless of the duties or actions performed, and that each party is responsible for all pay,

benefits, worker's compensation, and other attributes of employment for its employees, officers, and agents.

17. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished with the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

18. Rights of Third Parties. This Agreement shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action, or other proceeding against any party because of any breach hereof or because of any terms, covenants, agreements, or conditions contained herein.

19. Entire Understanding. This Agreement contains the entire understanding between the parties, and no modification, amendment, novation, or other altercation to this Agreement shall be valid or of any force or effect unless mutually agreed-to by the parties in writing as an addendum to this Agreement. At the time of the execution of this Agreement, there are no other terms, conditions, requirements, or obligations affecting this Agreement that are not specifically set forth herein.

20. Headings. The headings of this agreement are for convenience only. They shall in no way be used to define terms or to otherwise alter the meaning of this Agreement.

The signatories below, being duly authorized representatives of their respective parties, have executed this Agreement on the dates written below.

(signatures follow)

FOR THE STATE OF COLORADO,
The Department of Higher Education,
by the STATE BOARD FOR
COMMUNITY COLLEGES AND
OCCUPATIONAL EDUCATION FOR
THE USE AND BENEFIT OF PIKES
PEAK COMMUNITY COLLEGE:

By: Anthony G. Kinkel,
this 1 day of April,
2008.

Anthony G. Kinkel
President

FOR EL PASO COUNTY, COLORADO:

By: [signature],
this 24th day of April,
2008.

Title: BOCC CHAIR

APPROVED AS TO FORM:

By: [signature]

Title: County Attorney

ATTEST:

By: [signature]
County Clerk

FOR THE CITY OF COLORADO SPRINGS:

By: [signature],
this 13th day of June,
2008.

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST:

By: [signature]
City Clerk

RESOLUTION NO. 110-08

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY AND THE STATE OF COLORADO DEPARTMENT OF HIGHER EDUCATION FOR THE USE AND MAINTENANCE OF THE PUBLIC SAFETY TRAINING FACILITY AT PIKES PEAK COMMUNITY COLLEGE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The City Council finds that Intergovernmental Agreement attached to this resolution, and hereby made a part of this resolution made with El Paso County and the State of Colorado Department of Higher Education is in the best interests of the City, and does hereby approve the agreement.

Section 2. The City Manager is hereby authorized to execute this Intergovernmental Agreement on behalf of the City.

Section 3. The Chief of Police is hereby authorized to administer this Intergovernmental Agreement on behalf of the City.

Dated at Colorado Springs, Colorado this 10th day of June, 2008.

Mayor
City of Colorado Springs

Attest:

City Clerk
City of Colorado Springs

Rec'd & Read 9:30AM 07.02.08

PIKES PEAK COMMUNITY COLLEGE:

Chief of Public Safety
Ken Hilte
5675 S. Academy Blvd.
Colorado Springs, CO 80906
719-502-2148
Ken.Hilte@ppcc.edu

Director of Facilities
Bruce Farnham
5675 S. Academy Blvd.
Colorado Springs, CO 80906
719-502-2040
Bruce.Farnham@ppcc.edu

PIKES PEAK
COMMUNITY COLLEGE

Contract #: PPCC 14-111

MEMORANDUM OF UNDERSTANDING
for Alteration of, Addition to or Removal of Structures at the Public Safety Training Facility

THIS Memorandum of Understanding ("MOU") made this 25th day of October 2013 by and between THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION, FOR THE USE AND BENEFIT OF PIKES PEAK COMMUNITY COLLEGE (hereafter "State") and THE CITY OF COLORADO SPRINGS, A COLORADO MUNICIPAL CORPORATION AND HOME RULE CITY, BY AND FOR THE COLORADO SPRINGS POLICE DEPARTMENT and EL PASO COUNTY, COLORADO, BY AND FOR THE EL PASO COUNTY SHERIFF'S OFFICE collectively referred to as "Parties."

RECITALS

WHEREAS, Pikes Peak Community College ("PPCC") has a current Intergovernmental Agreement for the use and maintenance of the Public Safety Training Facility located at the Centennial Campus with the Parties; and

WHEREAS, it is the desire of PPCC to clarify the process to be followed when any of the Parties desire to substantially alter current buildings by addition to the structure, by construction of additional buildings on the property, or by adding any mobile equipment, such as trailers, connexes, and vehicles; and

WHEREAS, the Intergovernmental Agreement currently in effect does not address a process for these activities.

NOW THEREFORE, the Parties do hereby agree:

All activities to alter or remove existing buildings, to construct additional buildings, to construct additions to existing buildings, and the addition of any mobile equipment to State property must be coordinated and approved through the State prior to any work being conducted. The costs of any such activities, if any, will be borne by either the Range Funds and/or each of the Parties if addressed in previous agreements. In the event the proposed costs for an activity are not addressed through a previous agreement, the Parties will consult with one another to reach agreement on the payment of those costs.

The Parties hereby represent and warrant that they each respectively has full power and authority to undertake the obligations set forth in this Agreement, and that they have not entered into any other agreement, nor shall they enter into any other agreement, that would render them incapable of satisfactorily performing their obligations hereunder or that would place them in a position of conflict of interest or be inconsistent with obligations hereunder.

FOR THE STATE OF COLORADO
by and through the Department of Higher Education, State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak Community College

By: _____

this 21st day of January, 2014

FOR THE EL PASO COUNTY, COLORADO

By: _____

this 10th day of December, 2013

APPROVED AS TO FORM:

By: Dennis Hisey

Title: Chair

ATTEST:

By: _____
County Clerk

13-16

FOR THE CITY OF COLORADO SPRINGS

By: _____

this 12 day of Nov, 2013

APPROVED AS TO FORM:

By: _____

Title: Corporate Division - City Atty's Office

ATTEST:

By: _____
City Clerk

DRAFT

Contract #: PPCC _____

MEMORANDUM OF UNDERSTANDING
for the use of the
Public Safety Training Facility

THIS Memorandum of Understanding (MOU) made this 27th day of September, 2012 by and between THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION, FOR THE USE AND BENEFIT OF PIKES PEAK COMMUNITY COLLEGE (hereafter "State") and THE CITY OF COLORADO SPRINGS, A COLORADO MUNICIPAL CORPORATION AND HOME RULE CITY, BY AND FOR THE COLORADO SPRINGS POLICE DEPARTMENT and EL PASO COUNTY, COLORADO, BY AND FOR THE EL PASO COUNTY SHERIFF'S OFFICE collectively referred to as "Parties."

RECITALS

WHEREAS, PPCC has a current Intergovernmental Agreement for the use and maintenance of the Public Safety Training Facility located at the Centennial Campus.

WHEREAS, it is the desire of PPCC to clarify the process to be followed when any of the "Parties" want to substantially alter current buildings (add on to the structure) or construct additional buildings on the property.

THEREFORE, the "Parties" do hereby agree:

All buildings altered or added on State property must be coordinated and approved through the State prior to any work being accomplished. Costs of removing/adding structures and or buildings will be borne by the Range Funds and/or each "Parties" cost responsibility described in previous agreements.

The parties hereby represent and warrant that they each respectively has full power and authority to undertake the obligations set forth in this Agreement, and that they have not entered into any other agreement, nor shall they enter into any other agreement, that would render them incapable of satisfactorily performing their obligations hereunder or that would place them in a position of conflict of interest or be inconsistent with obligations hereunder.

AGREEMENT
FOR THE
CONSTRUCTION, USE, AND MAINTENANCE
OF A
PUBLIC SAFETY TRAINING FACILITY
AT
PIKES PEAK COMMUNITY COLLEGE

THIS AGREEMENT, dated for reference this 17th day of December, 1993, is made by and between THE CITY OF COLORADO SPRINGS, a Colorado municipal corporation and home rule city (hereafter "City"); EL PASO COUNTY, Colorado, by and for the El Paso County Sheriff's Office (hereafter "County"); and THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR PIKES PEAK COMMUNITY COLLEGE (hereafter "College"), for the construction, use, and maintenance of a Public Safety Training Facility to be located on the property of Pikes Peak Community College. The City, County and College shall be collectively referred to hereafter as Parties. The Parties, for and to their mutual benefit, and under authority of Section 29-1-203 C.R.S., agree as follows:

1. The Property. The City will install, own and operate a Public Safety Training Facility (hereinafter "Facility") to be located on the property of Pikes Peak Community College legally described as follows:

A parcel of land located in the northeast quarter of Section 9, Township 15 South, Range 66 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

> Commencing at the east quarter corner of said Section 9; thence N57°36'33"W (said bearing and all others used in this legal description are relative to that line between said east quarter corner of Section 9 which is monumented with a brass cap in concrete labeled "K & W 3854" and described on the monument record dated July 13, 1977 and a one-half inch I.D. pipe at the southeast corner of a parcel of land surveyed by E.L.B. & Associates, Inc. dated January 29, 1974 titled as "EL PASO COMMUNITY COLLEGE FORT CARSON SITE BOUNDARY SURVEY," said line being assumed to bear N88°20'33"E), a distance of 1510.58 feet to the Point of Beginning;
>
> thence S88°52'27"W, a distance of 411.48 feet;
>
> thence N69°14'27"W, a distance of 226.18 feet;
>
> thence N15°27'54"W, a distance of 367.71 feet;

thence S89°37'00"E, a distance of 197.24 feet;

thence N41°39'05"E, a distance of 128.20 feet;

thence N86°51'26"E, a distance of 247.52 feet;

thence S89°46'05"E, a distance of 158.09 feet;

thence N44°18'09"E, a distance of 151.01 feet;

thence S43°09'52"E, a distance of 528.67 feet;

thence S50°58'25"W, a distance of 262.74 feet;

thence N53°09'02"W, a distance of 106.78 feet;

thence S42°57'52"W, a distance of 211.73 feet to the Point of Beginning.

The described parcel of land contains 10.949 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

as shown on the attached map identified as Exhibit "A" hereto and hereinafter referred to as the "Property."

2. Term and Renewal. a) This Agreement shall be for an initial term commencing on the date of the last signature of the Parties noted below, and ending on the 1st day of January, 1996, and shall thereafter be deemed renewed annually until such time as the City obtains a lease as described in paragraphs 2b and 2c hereinafter from the College for the use of the Property as a Public Safety Training Facility; however, the term of this Agreement shall not exceed seventy-five (75) years. Further, the College agrees to use its best efforts to obtain a lease for the City's use of the Property. After the lease is obtained, the terms of the maintenance and use portions of this Agreement shall run concurrently with the terms of the lease unless sooner renegotiated or terminated by the Parties.

b) The lease shall be for an initial twenty-five (25) year term. The City may, at its sole option, renew for an additional twenty-five (25) year term. The lease may be further extended for a second twenty-five year renewal term if mutually agreed to by the Parties. In no case shall the term of this Agreement and the Lease extend beyond seventy-five years from the effective date of this Agreement.

c) Upon the expiration or other termination of the term of this Agreement or the lease, title to the property, to include all improvements thereto, reverts to the College and the City shall

promptly quit and surrender to the College the property, broomclean, in good order and condition, ordinary wear since the last required repairs excepted.

3. Use of the Property: The Property shall be used for the sole purpose of constructing, and operating a Public Safety Training Facility for the sole use of the City, County, the College, and those third parties which may be permitted access and use of the Facility by written agreement with the City subject to prior written approval of the College. Unless otherwise agreed by all parties to this agreement, the entire Facility shall be used only for training directly related to firearms use and firearms safety.

4. Construction of the Facility: a) The City shall design, contract for, and construct the Public Safety Training Facility and access ways thereto as mutually agreed upon by the Chief of Police for the City, the Sheriff for the County and the President for the College. During construction, the City shall be responsible only for the excavation of any land fill sites found upon the construction portions of the Property, and it shall be the sole responsibility of the College to haul, remove and dispose of any material in the existing landfills which must be removed to permit construction of the Facility, including access ways thereto. Subsequent improvements shall be agreed upon by the Parties hereto.

b) The Parties shall pay the costs for design, contracting, and construction, "Cost," of the Facility and access ways thereto in the following manner:

1) The College shall provide the land for the Facility by this Agreement and subsequent lease to be granted to the City, and shall allow all utilities hook-ups to College utilities lines. The cost of the utilities hook-ups shall be paid as part of the Facility construction costs. The right to use the Facility under the terms of this Agreement is deemed sufficient consideration to the College for the lease of the Property.

2) The County shall pay three hundred twenty four thousand dollars of the Costs.

3) The City shall pay nine hundred forty-two thousand dollars of the Costs.

4) Should additional funds be needed for any future additions, the parties shall negotiate the apportionment of those costs.

c) All payments made by the Parties to cover the Costs are agreed and deemed to be expenditures by the party providing the funds and shall count against the providing parties spending

limitations as set forth in the Colorado Constitution, Article X, Section 20, and the Colorado Springs City Charter, section 44. However, for convenience of administration, all billing or other payment of the Costs shall be administered and paid through the City, and the Parties agree that the designated funds will by made available to the City for the purpose of satisfying all Costs.

5. Maintenance of the Facility:

a. The maintenance of the Facility grounds, buildings and access ways shall by provided by Pikes Peak Community College, with the costs thereof paid as set forth in section 5(b) herein below. Pikes Peak Community College shall also provide all electricity and other utilities needed for the operation of the Facility.

b. The Facility shall be insured for fire and hazard risks by commercial insurance.

c. The cost of fire and hazard insurance, maintenance and utilities will by shared by the City, County, and the College on a prorated basis, reviewed and calculated by the Parties annually, based on the projected percentage of use by each party for the ensuing calendar year. These costs may then be adjusted by the Parties at the end of the calendar year to reflect actual percentage use during the year.

6. Use and Staffing of the Facility:

a. The City shall have overall administrative authority over the Facility. The City shall staff the Facility and supervise its use with at least one qualified range officer, Monday through Friday of each week, excluding City holidays. The County shall staff the Facility with at least one qualified range officer, Monday through Friday of each week, excluding County Holidays, and shall use the Facility for County Sheriff and County Peace Officer firearms training. However, the College shall provide range personnel, supervision, and shall have control of the Facility during those periods of use when the College is training students or providing firearms training pursuant to Colorado law. When using the Facility, the College will provide all instructors and range personnel for College programs. Instructors from any of the Parties handling firearms or training firearms use shall be National Rifle Association qualified, or otherwise qualified by another recognized firearms training program.

b. The City, through its Police Department, shall schedule all use of the Facility by the City, County, the College, and such other third party agencies as may be permitted use of the facility under paragraph 3 herein above. College use shall not be scheduled during police training periods except as mutually agreed to by the parties. Scheduling shall be done in

conjunction with all parties to this agreement to insure that the training requirements of all the parties can be accomplished.

c. The City may charge such fees as it may deem reasonable for the use of the range by third party agencies requesting use of the Facility. No fee shall be charged to the City, County, or the College for their use, as their costs are deemed included in the maintenance and utilities cost calculations set forth in paragraph 5 of this agreement. Fees charged to third parties for the use of the Facility shall be used to offset the costs of Facility utilities and maintenance. Any fees collected which remain available after maintenance and utility costs have been defrayed may be used for other operating costs or additional improvements as may be agreed upon in writing by the Parties to this agreement.

d. The City shall, in consultation and cooperation with the other Parties to this Agreement, establish rules governing range safety, firearms usage, and other administrative matters.

7. Eminent Domain: If the whole or any part of the Property or Facility are taken under Eminent Domain by any Federal, State or Municipal authority, all damages for taking of the land shall belong to the College and all damages for taking of the buildings, range, and other improvements of the Facility shall belong to the City, County, in proportion to their contributions under paragraph 4 herein above.

8. Notice: The Parties shall designate to each other, from time to time and in writing, how and to whom notice or communications shall be addressed to the opposite parties. These designations shall be attached to the official copies of this Agreement and shall be deemed a part hereof.

9. The City, County, and the College hereby waive, remise and release any right or cause of action which they may have against one another in the future which results from the performance of obligations under this Agreement by either the City, County, or the College.

10. In accord with the Charter of the City of Colorado Springs, performance of the City's obligations under this Agreement are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the County or College.

11. Performance of the County's obligations under this Agreement are expressly subject to the appropriation of funds by the Board

of County Commissioners. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Agreement, or appropriated funds may not be expended due to County revenue/spending limitations as prescribed by law, then the County may terminate this Agreement without compensation to the City, or College.

12. Financial obligations of the College payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

13. This Agreement shall be effective upon the date noted below when the last Party has executed this Agreement, and shall be binding upon the Parties and their successors and assigns.

14. No Party to this Agreement shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Parties.

15. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, a Colorado home rule city. The Parties specifically agree that the construction and operation of this facility is deemed a matter solely of local concern under the home rule authority of the City of Colorado Springs. Court jurisdiction shall exclusively be in the District Court for El Paso County, Colorado. It is also agreed that, in the performance of obligations under this Agreement, the employees, officers, and agents of each party are and remain exclusively the employees, officers, and agents of that party, regardless of the duties or actions performed, and that each party is responsible for all pay, benefits, worker's compensation, and other attributes of employment for its employees, officers, and agents.

IN WITNESS WHEREOF, the signatories hereto being duly authorized, have executed this Agreement on the dates written below.

FOR THE STATE OF COLORADO,
The Department of Higher
Education, by THE STATE
BOARD FOR COMMUNITY COLLEGES
AND OCCUPATIONAL EDUCATION
FOR PIKES PEAK COMMUNITY COLLEGE

By: _____ this 5th day of January, 1994

Title: President

FOR THE CITY OF COLORADO SPRINGS

By: _____ this 25th day of January, 1994

Title: Mayor

APPROVED AS TO FORM:

By: _____

Title: Senior Corporate Attorney
City Attorney's Office

ATTEST:

_____
City Clerk

APPROVED BY CITY COUNCIL, CONSENT ITEM

FOR EL PASO COUNTY, COLORADO

By: _____ this 24th day of January, 1994

Title: Chairperson, BOCC

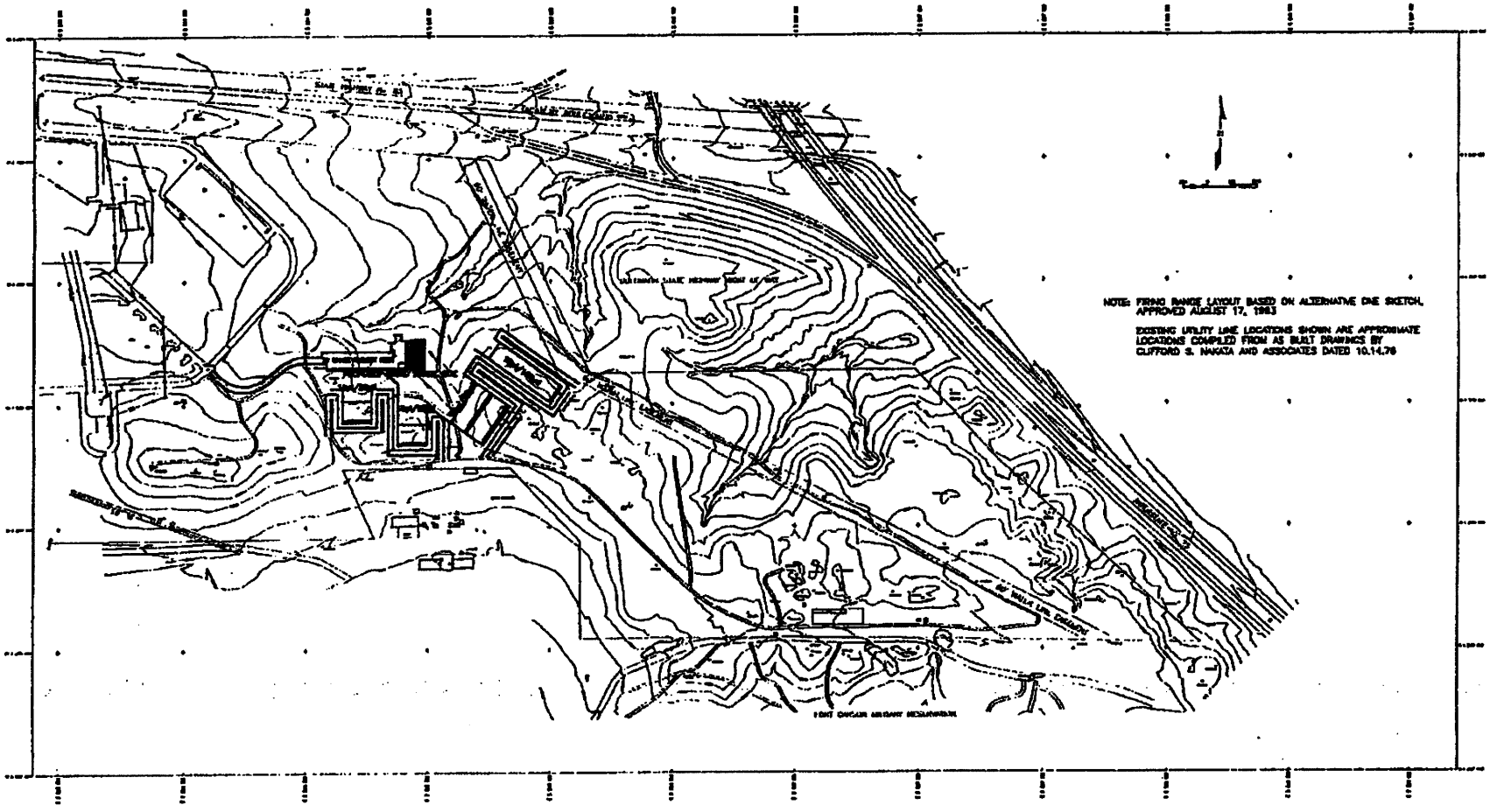
ATTEST:

_____
Deputy County Clerk

APPROVED AS TO FORM:

By: _____ 2/7/94

Title: El Paso County Attorney



SCHEMATIC LAYOUT
FIRING RANGE - PPCC SITE
CITY OF COLORADO SPRINGS POLICE DEPARTMENT

CMS, INC.

EXHIBIT "A"-page 1

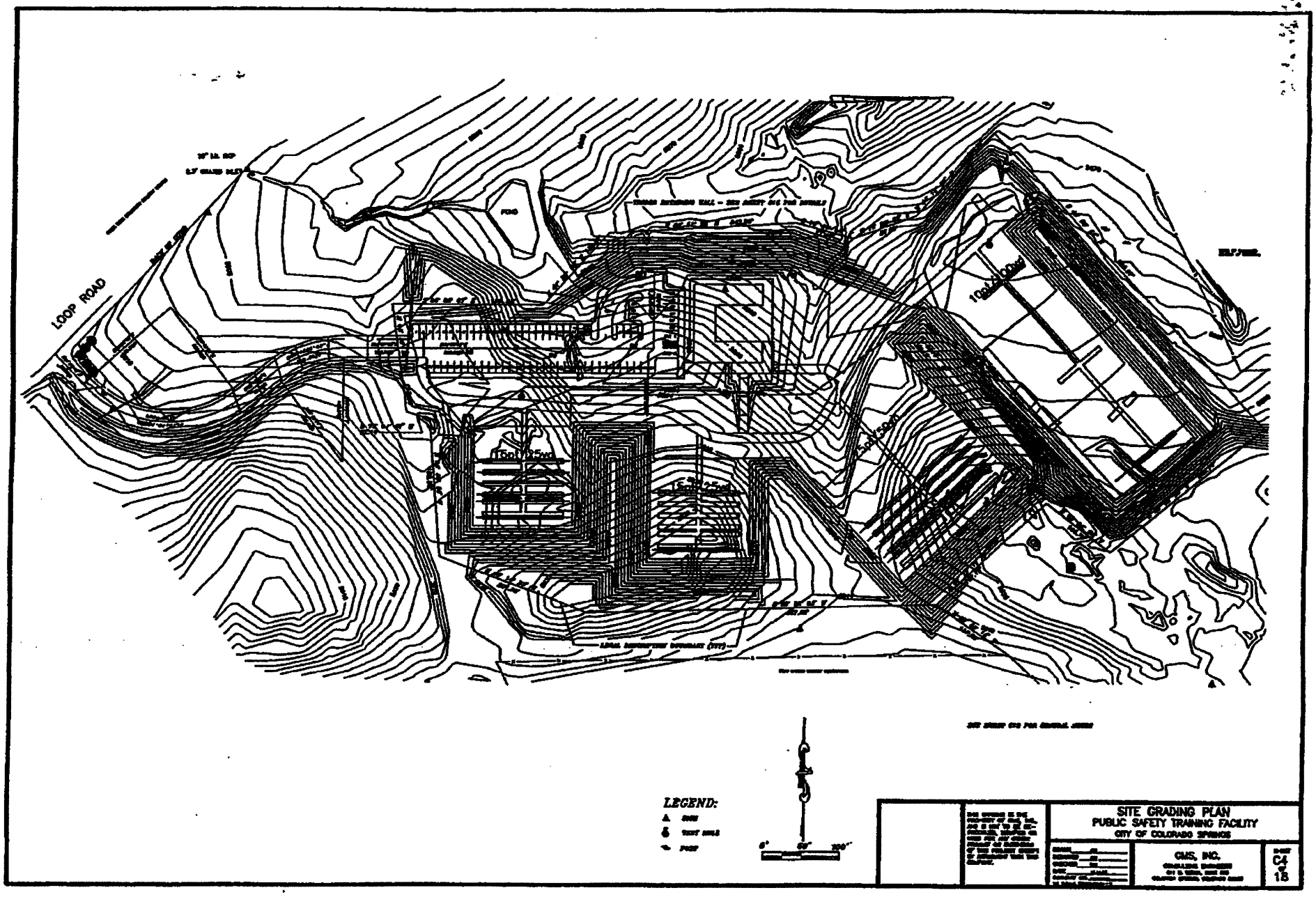


EXHIBIT "A"-page 2

RESOLUTION NO. 19-01

PUBLIC SAFETY TRAINING FACILITY AT PIKES PEAK COMMUNITY COLLEGE STEERING COMMITTEE

RESOLUTION TO RECOMMEND TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE USE AND MAINTENANCE OF THE PUBLIC SAFETY TRAINING FACILITY AT PIKES PEAK COMMUNITY COLLEGE

WHEREAS, the City of Colorado Springs, a Colorado municipal corporation and home rule city, by and for the Colorado Springs Police Department ("City"); El Paso County, Colorado, by and for the El Paso County Sheriff's Office ("County"); and the State of Colorado Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak Community College ("College") entered an Intergovernmental Agreement (*Exhibit 1*, the "IGA") for the Use and Maintenance of the Public Safety Training Facility (Facility) at the College in April of 2008; and

WHEREAS, the IGA established the Steering Committee, consisting of the Sheriff of El Paso County, the Chief of Police for the City of Colorado Springs, and the Chief of Police for Pikes Peak Community College, or their respective designees, to administer the business of the Facility, including but not limited to oversight of the fee structures charged for Facility use under the IGA and administration of the fund created from pro rata Party contributions and outside agency user fees. The Steering Committee is authorized to expend funds to conduct Facility business within the respective entities' budgetary allocations for the fiscal year; and

WHEREAS, the Facility is no longer being used for the purposes described in the IGA; and

WHEREAS, the Parties, through members/designees on the Steering Committee, have contributed *per capita* to final mitigation from use of the Facility at the College, which is complete. The remaining final balance from range fees is $106,434.51 shall be divided as follows:

1. City: 55.38%, in the amount of $58,943.43;
2. County: 43.15%, in the amount of $45,926.49;
3. College: 1.47%, in the amount of $1,564.59;

and

WHEREAS, the Agreement for the Construction, Use, and Maintenance of a Public Safety Training Facility at Pikes Peak Community College, entered in January of 1994 between the City, County, and College (*Exhibit 2*; the "1994 Agreement") preceded the IGA and contained a legal description of the Facility; and

WHEREAS, the IGA replaced the 1994 Agreement, and reversion of the Facility and improvements thereon to the College upon termination is repeated; and

WHEREAS, the attached draft Joint Resolution to Terminate the Intergovernmental Agreement for the Use and Maintenance of the Public Safety Training Facility at Pikes Peak Community College (*Exhibit 3*) with attachments would effectively terminate the 2008

Agreement, and transfer all interest in the Facility and property and improvements thereon to the College, based upon the legal description contained in the 1994 Agreement; and

WHEREAS, based upon information and representations of the City and County, the Parties believe no additional mitigation funding is necessary and there are no additional obligations or functions for the Steering Committee to fulfill; and

WHEREAS, the purposes of the IGA have been fulfilled.

NOW THEREFORE, BE IT RESOLVED that the Steering Committee hereby recommends that the IGA be terminated by entering *Exhibit 3* between the City, County, and College.

BE IT FURTHER RESOLVED, that the Chair or Vice Chair of the Steering Committee be authorized and appointed to execute all documents necessary to carry out the intent of the Steering Committee as described herein.

DONE THIS 28th day of FEBRUARY, 2019, at Colorado Springs, Colorado.

By: _____
Chair, Steering Committee

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **EL PASO COUNTY, COLORADO BY AND FOR THE EL PASO COUNTY SHERIFF'S OFFICE**, whose address for purposes of this Bill of Sale is 27 E. Vermijo Ave, Colorado Springs, CO 80903 ("County"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION, FOR THE USE AND BENEFIT OF PIKES PEAK COMMUNITY COLLEGE**, whose address is Pikes Peak Community College, Att: Vice President Administration, 5675 S. Academy Blvd., Colorado Springs, CO 80906 ("PPCC"), has bargained and sold to PPCC, and by these presents does hereby sell and convey unto PPCC, its representatives, successors and assigns all its interest in certain personal and other property, ("Personal Property") located on the real property known as the Pikes Peak Community College Public Safety Training Facility, Colorado Springs, Colorado ("Property"), and being more particularly described as:

A portion of the Centennial Campus of Pikes Peak Community College located at 5675 S. Academy Blvd., Colorado Springs, CO 80906, more particularly described in the attached Exhibit A.

and the Personal Property located on the Property more particularly described in the attached Exhibit B.

County makes no representations as to ownership, encumbrances, lien priority, condition or value of the Personal Property. By this document, County is only conveying any interest it may have in the Personal Property, if any, to PPCC, and such conveyance is subject to any claims by third parties, if any, including taxes.

IN WITNESS WHEREOF, County has executed this Bill of Sale this 19th day of March 2019.

El Paso County by and for the
El Paso County Sheriff's Office

By: _____
Commissioner Mark Waller
Chair, Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19th day of March 2019 by Mark Waller, in his~~/her~~ capacity as Chair of the El Paso County, Colorado.

Witness my hand and official seal.

[SEAL]

KRISTY MARIE SMART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184027368
MY COMMISSION EXPIRES JULY 2, 2022

_____
Notary Public
My commission expires: July 2, 2022

Exhibit A
Bill of Sale
Pikes Peak Community College Public Safety Training Facility
A Portion of the Pikes Peak Community College Centennial Campus located at
5675 S. Academy Blvd.
Colorado Springs, CO 80906

A parcel of land located in the northeast quarter of Section 9, Township 15 South, Range 66 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

Commencing at the east quarter corner of said Section 9; thence N57°36'33"W (said bearing all others used in this legal description are relative to that line between said east quarter corner of Section 9 which is monumented with a brass cap in concrete labeled "K & W 3854" and described on the monument record dated July 13, 1977 and a one-half inch I.D. pipe at the southeast corner of a parcel of land surveyed by E.L.B. & Associates, Inc. dated January 29, 1974 titled as "EL PASO COMMUNITY COLLEGE FORT CARSON SITE BOUNDARY SURVEY," said line being assumed to bear N88°20'33"E), a distance of 1510.58 feet to the Point of Beginning;
thence S88°52'27"W, a distance of 411.48 feet;
thence N69°14'27"W, a distance of 226.18 feet;
thence N15°27'54"W, a distance of 367.71 feet;
thence S89°37'00"E, a distance of 197.24 feet;
thence N41°39'05"E, a distance of 128.20 feet;
thence N86°51'26"E, a distance of 247.52 feet;
thence S89°46'05"E, a distance of 158.09 feet;
thence N44°18'09"E, a distance of 151.01 feet;
thence S43°09'52"E, a distance of 528.67 feet;
thence S50°58'25"W, a distance of 262.74 feet;
thence N53°09'02"W, a distance of 106.78 feet;
thence S42°57'52"W, a distance of 211.73 feet to the Point of Beginning.

The described parcel of land contains 10.949 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

Exhibit B
Bill of Sale
Pikes Peak Community College Public Safety Training Facility
A Portion of the Pikes Peak Community College Centennial Campus located at
5675 S. Academy Blvd.
Colorado Springs, CO 80906

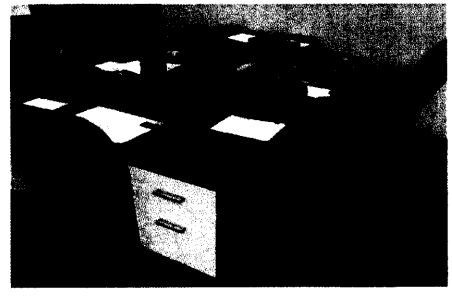
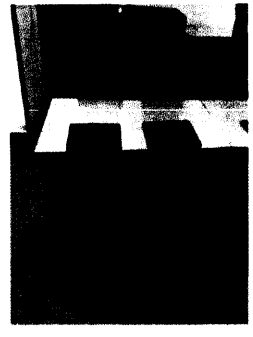
Ct	Item	Description	Notes	Photo(s)
1.	Office Desks	X3 Office Desks	Based on 1/16/19 meeting – CSPD will leave three desks in the Range office area.	
2.	Classroom Chairs	Classroom Chairs	Based on 1/16/19 meeting – CSPD will leave all chairs in the classroom area **Note:** the CSPD classroom tables will be removed.	

Exhibit B
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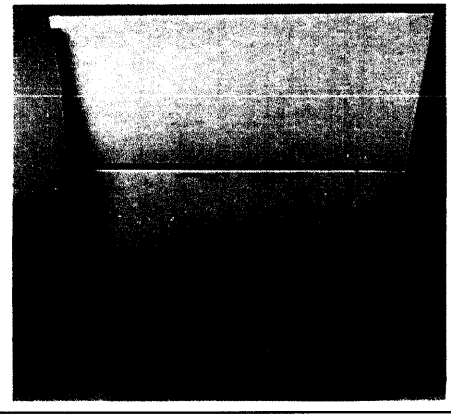
Ct	Item	Description	Notes	Photo(s)
3.	Desk System	L-Shaped Office Desk	Based on 1/16/19 meeting – CSPD will leave the L-shaped desk in the office area.	
4.	Refrigerator	JC Penny No Frost Refrigerator PD# 37076	Based on 1/16/19 meeting – CSPD will leave the JC Penny Refrigerator in the weapons cleaning area.	

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Ct	Item	Description	Notes	Photo(s)
5.	Storage Closet	Storage closet contents	Based on 1/16/19 meeting – CSPD will leave all spare chairs and the shelving unit in the range classroom storage closet.	
6.	Office Chairs	Office Chairs	Based on 1/16/19 meeting – CSPD will leave all chairs in the office area.	

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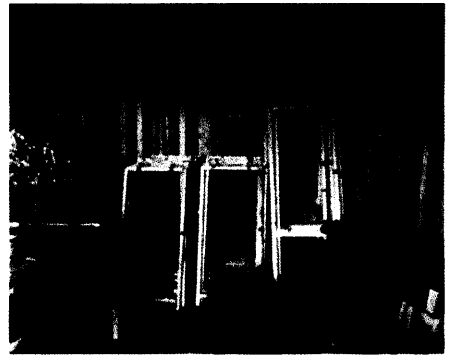
Ct	Item	Description	Notes	Photo(s)
7.	Target Frame Supplies	Target Frame Supplies	Based on 1/16/19 meeting – CSPD will leave all of the wooden target frames, lumber, metal brackets and supplies located in the range garage area.	
8.	Shoot Houses	Shoot Houses	Based on 1/16/19 meeting (as well as previous decisions) – CSPD will leave both range live-fire shoot houses.	

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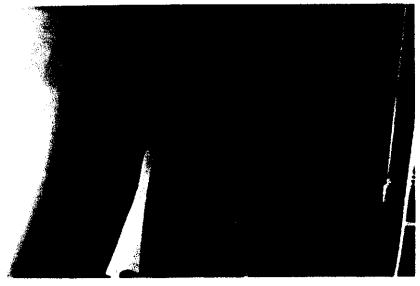
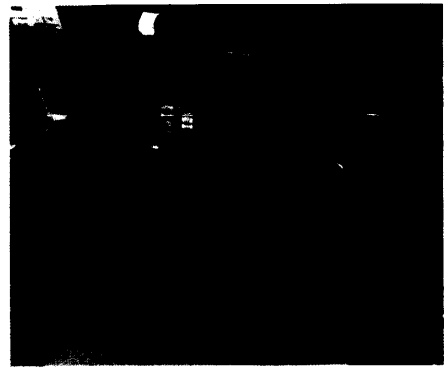
Ct	Item	Description	Notes	Photo(s)
9.	Stretchers	X2 Stretchers	Based on 1/16/19 meeting – CSPD will leave two military surplus stretchers.	
10.	Cots	X6 Cots	Based on 1/16/19 meeting – CSPD will leave six military surplus cots.	

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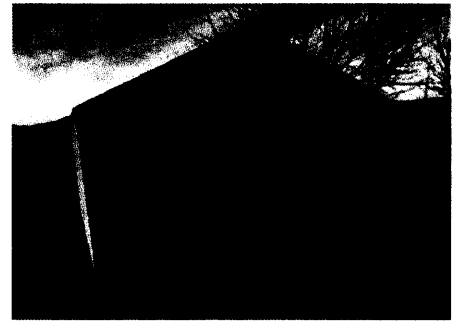
Ct	Item	Description	Notes	Photo(s)
11.	Storage shed	Shed	Based on 1/16/19 meeting – CSPD will leave the former TEU storage shed on range #4.	
12.	Snow Blower	Orange in Color, MTD Mod#828 Snow Blower	Based on 1/16/19 meeting – CSPD will leave the snow blower.	

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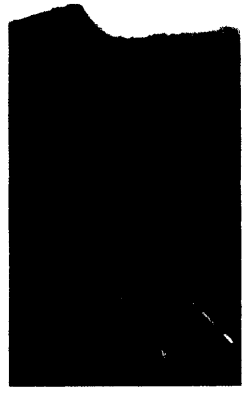
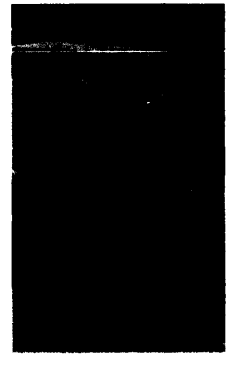
Ct	Item	Description	Notes	Photo(s)
13.	Various Barricades and Steel Targets	Range Target Barriers and Steal Flip Down Targets, etc.	Based on 1/16/19 meeting – CSPD will leave the range 4 wooden shooting barricades (to include the new barricades located in the garage area). CSPD will leave the steel US mailbox shooting barricades and will sort through the flip down steel targets on range four and leave only the usable targets. CSPD will leave any and all useable barrel shooting barricades from all ranges. ***Note***: any unusable steel targets or barricades will be disposed of during the range clean up process.	 

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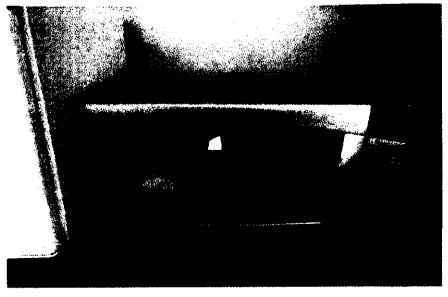
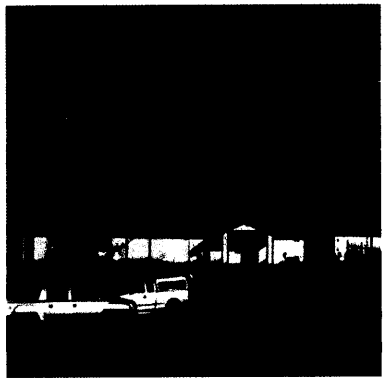
Ct	Item	Description	Notes	Photo(s)
14.	Microwave Oven	Microwave Oven	Based on 1/16/19 meeting – CSPD will leave the microwave oven in the weapons cleaning area.	
15.	Main Classroom/Office Building (Front)	Main Classroom/Office Building (Front)	Title to building will be transferred from the City of Colorado Springs to Pikes Peak Community College through a Bill of Sale.	

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Ct	Item	Description	Notes	Photo(s)
16.	Main Classroom/Office Building (Back)	Main Classroom/Office Building (Back)	Title to building will be transferred from the City of Colorado Springs to Pikes Peak Community College through a Bill of Sale.	
17.	One Car Garage (Front)	One Car Garage with Storage	Will remain as part of the transfer from the Triad to Pikes Peak Community College	

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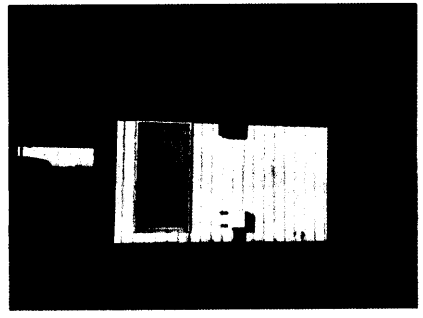
Ct	Item	Description	Notes	Photo(s)
18.	Compressor Shed	Compressor Shed	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	
19.	2 Sheds Range 3	2 Sheds Range 3	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	

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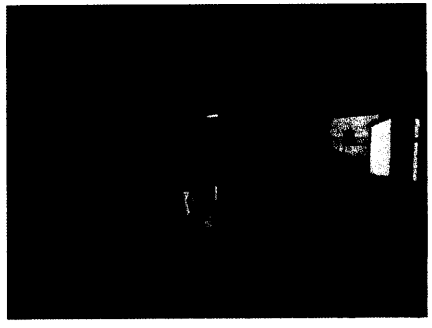
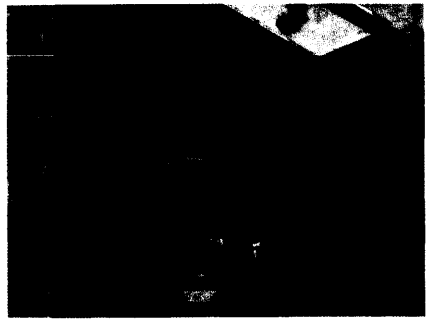
Ct	Item	Description	Notes	Photo(s)
20.	Target Control Shed Range 3	Target Control Shed Range 3	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	
21.	Target System Range 3	Target System Range 3	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	

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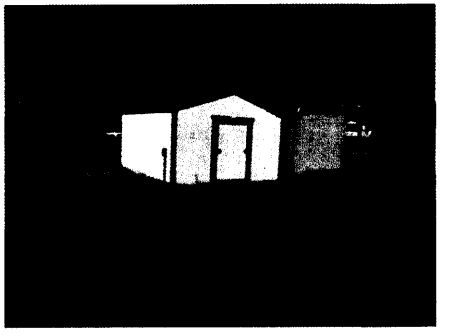
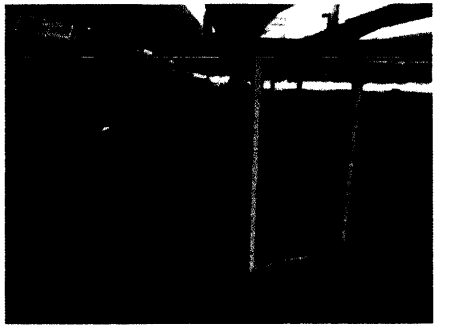
Ct	Item	Description	Notes	Photo(s)
22.	Shed Range 1	Shed Range 1	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	
23.	Target System Range 1	Target System Range 1	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	

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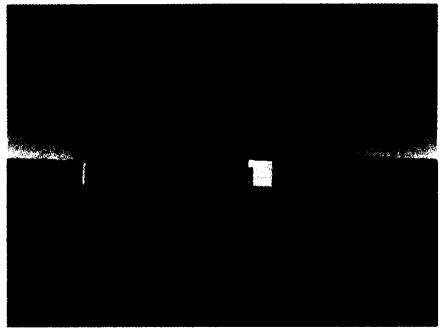
Ct	Item	Description	Notes	Photo(s)
24.	Metal Butler Building	Metal Butler Building	Will remain as part of the transfer from the Triad to Pikes Peak Community College.	

Items 1 through 14 compiled by CSPD's Sargent, Charles Rabideau #245, on February 1, 2019. Triad confirmed and verified at its meeting on February 21, 2019, that the items listed will become property of Pikes Peak Community College upon execution of the Bill of Sale.

Items 15 – 24 compiled by PPCC's Chief of Police, Jim Barrentine, on February 12, 2019. Triad confirmed and verified at its meeting on February 21, 2019, that the items listed will become property of Pikes Peak Community College upon execution of the Bill of Sale.