

**INTERGOVERNMENTAL AGREEMENT
FOR USE OF THE
WILBER B. ROSS MEMORIAL POLICE TRAINING CENTER**

THIS INTERGOVERNMENTAL AGREEMENT is made this ____ day of _____, 20____, by and between the CITY OF GREELEY, COLORADO, a Colorado Home Rule Municipality, by and through its City Council with offices located at 1000 10th Street, Greeley, Colorado 80631 (hereinafter referred to as “City”) and COUNTY OF WELD, COLORADO, a Colorado Home rule County, by and through the Board of County Commissioners for Weld County, with offices located at 915 10th Street, Greeley, Colorado 80632 (hereinafter referred to as “County”) for use of the Wilber B. Ross Memorial Police Firing Range (hereinafter referred to as “Firing Range”).

WHEREAS, City currently leases land from the Greeley-Weld Airport Authority where City has built the Firing Range;

WHEREAS, City owns and operates the Firing Range;

WHEREAS, City and County have for many years shared the use of the Firing Range, and have shared the cost of operation of the Firing Range;

WHEREAS, City has over time expended resources to upgrade and expand the Firing Range;

WHEREAS, City and County entered into an Intergovernmental Agreement for use of the Firing Range on March 4, 2009;

WHEREAS, City and County wish to continue sharing the use of the Firing Range;

WHEREAS, City and County would like to now update the 2009 agreement;

WHEREAS, this Agreement is authorized by Section 30-11-101(1)(d) C.R.S., the Weld County Home Rule Charter, Section 3-8 (4)(m) and the Greeley Municipal Charter Section 3-5.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy of which is acknowledge by and between the parties, the parties agrees as follows:

1. **Effect of Prior Agreements.** This agreement shall supersede the 2009 Intergovernmental Agreement regarding use of the Firing Range between the parties.

2. **Effective Date and Term.** The term of this Agreement shall begin upon the date of final execution by all the parties to this Agreement, and shall continue until December 31, 2021, after which time this Agreement shall automatically renew from year to year, unless terminated sooner pursuant to the terms and conditions set forth in this Agreement.

3. Quarterly Payment by County. County agrees to pay to City for County's use of the Firing Range at the rate of \$55.00 per hour. This amount will be paid in arrears by County, so that County will pay City on the first day of each quarter (January 1st, April 1st, July 1st, October 1st) for the Firing Range usage. This amount is intended to compensate City for costs such as depreciation, maintenance, equipment replacement, range administration, and improvements to the Firing Range. County will not be charged when their employees are at the range solely for the purpose of performing equipment maintenance or administrative tasks.

4. Accounting. The parties agree to use an online scheduling calendar or program. Such calendar or program will be used by County to track actual usage of the Firing Range on an hourly basis. County shall ensure the calendar accurately reflects the actual usage of the Firing Range and shall report the usage to the City. The City shall use the County's report to invoice the County for accounting purposes. If there is a disagreement between the numbers provided by the County and those tracked internally by the City the Sheriff and Chief of Police or their designees will meet to resolve the difference.

5. Scheduled County Uses. The parties agree that so long as the Quarterly Payment is timely paid, County shall be entitled to use the Firing Range when not being used by City or other previously scheduled users. The parties will meet during December to schedule the minimum uses by County for the upcoming year. If County should determine that it does not require previously scheduled use time, County will notify City of County's intent to cancel such scheduled time as soon as possible prior to the scheduled use date.

6. Third Party Use.

a. No Third Party individual, group, association, or entity, shall be entitled to use the Firing Range unless said person, agency, or entity has been permitted by City to use the Firing Range after executing a "Contract User Agreement" with the City and paying the Contract User Fee to City. The Contract User Fee shall be established by City.

b. Third parties using the Training Center for County purposes pursuant to this Agreement are not considered to be invitees of City.

7. Agreement Subject to Lease. The Parties specifically agree and understand that this Agreement is subject to terms and conditions of the lease agreement between the Greeley-Weld County Airport Authority ("Airport Lease Agreement") and City executed on December 17, 2004. All terms of this Agreement that are in contradiction to the airport lease agreement are hereby subordinated to the terms of the Airport Lease Agreement. Specifically, the Parties agree and understand to abide by the terms of paragraph 16 of the Airport Lease Agreement regarding Federal Aviation Administration lease requirements.

8. Termination. This Agreement may be unilaterally terminated by any party with or without cause by providing sixty (60) days' written notice to the other party. Additionally, County shall be entitled to remove any equipment titled to County and located at the Firing Range within sixty (60) days after the termination date. Any equipment remaining at the Firing Range more than sixty (60) days after the actual termination date shall become property of City.

Weld County Sheriff
1950 O Street
Greeley, Colorado 80631
Attn: Sheriff Steve Reams

Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt. This method of notification will be used in all instances, except for emergency situation, when immediate notification may be provided to the Greeley Police Chief or the Weld County Sheriff, whichever is applicable.

14. Responsibility for Legal Proceedings/Liability. County shall be responsible for defending itself and its officers, agents, and employees in any civil action brought against the County and its officers, agents, or employees by any person claiming injury or damages or both as a result of the performance of this Agreement. Likewise, City shall be responsible for defending itself and its officers, agents, and employees in any civil action brought against the City, its officers, agents, or employees by any person claiming injury and damages as a result of the performance of this Agreement. County and its officers, agents and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of City, or any officers, agents, or employees thereof, arising out of the performance of this Agreement. Likewise, City and its officers, agents and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of County or any officers, agents, or employees thereof, arising out of the performance of the terms of this Agreement.

15. Liability Insurance.

a. Each Party shall maintain adequate liability insurance coverage or financial responsibility as assurance of its accountability for any losses, claims, liabilities, or expenses for which it may be responsible. This insurance requirement may be met through a party's self-insurance.

b. Upon request, each party shall provide to the other party information regarding relevant insurance and/or financial responsibility pursuant to this Agreement. In the event that the insurance coverage for one party is canceled in whole or in part or is no longer available, the other party may elect to immediately terminate this Agreement in whole or in part by giving notice of such termination to the non-terminating party within three (3) days of termination.

16. Responsibility for Illness or Injury. County shall be responsible for employees or agents of the County attending or participating in any way in the use of the Firing Range and County acknowledges that City shall not be responsible for payment of any medical bills for any County employees' or agents' injuries or illness which may occur during, or as a result of, the use of the Firing Range.

17. Workers' Compensation. Each Party shall maintain workers' compensation insurance coverage, to the extent such coverage is required, for all employees or agents who may be present in any capacity during the Party's use of the Training Center.

18. Modification and Breach. This Agreement contains the entire Agreement and understanding between the Parties and hereby supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused, unless such waiver of consent shall be in writing and signed by the party claimed to have so waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent, waiver of, or excuse for any other different or subsequent breach.

19. Assignment. No Party may assign this Agreement without prior written consent from the other Party.

20. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the Parties.

21. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Colorado. It is agreed by the Parties that any causes of action arising out of this Agreement shall be venued in the courts of Weld County, Colorado, to the extent that those courts are reposed with subject matter jurisdiction, or in Denver, Colorado, if the case must be held in federal court. All Parties agree to subject themselves to the personal jurisdiction of those courts.

22. Appropriations. Nothing in this Agreement shall be construed to require any party to provide funding for any purpose under this agreement that has not previously been budgeted. This Agreement is subject to adequate appropriation in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain payments under the terms and conditions of this Agreement, the parties agree that the contract shall immediately terminate.

23. No Third Party Enforcement. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of claim whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

24. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement. The

Parties hereto expressly reserve all protections, immunities, rights, and defenses of the Colorado Governmental Immunity Act.

25. **Counterpart and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

CITY OF GREELEY, COLORADO

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO SUBSTANCE:

By: _____

Roy Otto, City Manager

APPROVED AS TO LEGAL FORM:

By: _____
Doug Marek, City Attorney

AVAILABILITY OF FUNDS

By: _____
Victoria Runkle, Director of Finance

GREELEY POLICE DEPARTMENT

By: _____
Mark Jones, Police Chief

**BOARD OF COUNTY COMMISSIONERS
FOR WELD COUNTY, COLORADO**

ATTEST:

By: _____
Barbara Kirkmeyer, Chair

By: _____
Clerk to the Board

WELD COUNTY SHERIFF'S OFFICE

By: _____
Steven Reams, Sheriff