

WESTERN COLORADO REGIONAL PUBLIC SAFETY TRAINING FACILITY

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is between Colorado Mesa University (CMU), the City of Grand Junction (City), and Mesa County (County), relates to the use and development of a public safety training facility (Facility), and is effective upon execution by all of the signatory parties hereto.

Recitals.

A. CMU has obtained title pursuant to the Patent of the United States ("Patent") to a 78.79 acre parcel (the "Lands") in Mesa County, Colorado near what is commonly termed Whitewater Hill; said Patent is recorded in Reception number 2598520, in Book 5252 beginning at Page 92, in the office of the Mesa County Clerk and Recorder.

B. Title to the Lands is subject to certain conditions among which are that CMU shall not attempt to transfer title or control over the Lands to another, nor cause the Lands to be devoted to use other than for a regional public safety training facility.

C. The United States granted the Patent pursuant to the application filed with the Bureau of Land Management on October 10, 2008, as revised September 24, 2010, October 5, 2010, and December 8, 2011.

D. Because title to the Lands is in the name of CMU, CMU is obligated, pursuant to the application and other restrictions and conditions, to construct certain "Facilities" on the Lands, currently approved to be: (1) An ATV training track; (2) A simulated "city block" training area; (3) A one mile cross-country running track; (4) A mobile shoot house and shooting range; (5) A fitness and obstacle course and staging area; (6) A 120' x 270' skid pad, 120' x 195' skid pad, and a driving track for motor vehicles; (7) A classroom facility suited for law enforcement training; and (8) Necessary access roads and parking areas.

E. Each of the Facility Partners have made significant contributions toward the creation of the Facility in the form of staff time, grant funding and in-kind equipment donations. The Facility Partners desire to collaboratively develop and operate the Facility, consistent with the requirements and terms of the Patent and the training needs of each Partner organization.

NOW THEREFORE BE IT AGREED:

1. The Recitals are substantive terms and provisions of this IGA.

2. Regional Public Safety Training Facility Advisory Board:

a. **Board Formation and Membership.**

i. Once this IGA is signed, a Regional Public Safety Training Facility Board (the "Advisory Board") shall be formed to coordinate and provide oversight on the development of the Regional Public Safety Training Facility.

ii. Members of the Advisory Board shall be limited to the President of CMU, the Mesa County Administrator and the Grand Junction City Manager or their designees.

iii. Each Advisory Board member shall have one vote in all matters decided by the Advisory Board. The Advisory Board shall adopt bylaws which govern the function of the Advisory Board and set policies which govern the development and operation of the Facility consistent with this IGA and the requirements and terms of the Patent.

b. **Construction.**

i. In order to meet the training needs of each Facility Partner and to comply with the terms of the Patent, the Advisory Board shall oversee the funding and construction of the following facilities on the property:

- ATV Training Track
- Simulated "city block" training area
- One-mile cross-country running track
- Shooting range with mobile shoot house
- Fitness and obstacle course and staging area
- Necessary skid pads
- Access roads and parking areas
- Classroom facilities suited for law enforcement training

c. **Budget.**

i. Facility Partners will work collaboratively to develop an annual budget for the Facility and present it to the Advisory Board for adoption.

ii. All costs of operation and maintenance shall be shared proportionately by the Facility Partners as determined by the Advisory Board, taking into account the level of usage of the Facility by each Facility Partner.

iii. Facility Partners will pool resources and staff time as appropriate to pursue external funding opportunities.

d. **Maintenance.** Maintenance of the Facility shall be provided as determined by the Advisory Board.


e. **Scheduling and Operations.** Scheduling and operations of the Facility shall be determined by the Advisory Board.

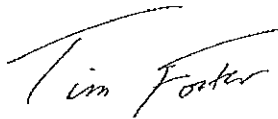
f. **Fees.** Facility Partners that are party to this agreement will not pay fees to use the Facility. All other users of the Facility shall pay fees based on a schedule determined by the Advisory Board.

3. By executing this agreement, no party is agreeing to the expenditure of funds in excess of those appropriated through its regular public funding process.
4. Any party may terminate its further involvement with the Facility pursuant to this IGA beginning one year after giving advance written notice to all other parties who are signatories hereto.
5. By unanimous consent, the Facility Partners may allow other governmental or quasi-governmental entities to become signatories hereto, pursuant to terms and conditions then negotiated.
6. Nothing herein shall be construed to waive any governmental or other immunity relating to any of the signatory parties, or any of the activities occurring on or relating to the Facility.
7. Upon execution, the term of this IGA shall be for ten years with the option of renewing and/or extending it at the direction of the Advisory Board.
8. CMU agrees to hold title to the Facilities and the Lands, and improvements thereon, to further the above goals and Patent conditions, and all federal obligations that flow therefrom. In the event that CMU at any time desires to divest itself of ownership or responsibility pursuant to this IGA, or the Patent, it shall first offer to Mesa County and the City of Grand Junction the opportunity to substitute for CMU, subject to approval by the United States of America.

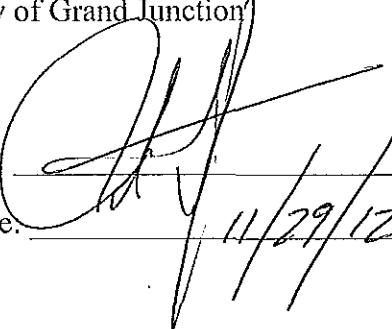
County of Mesa

Colorado Mesa University

By: 
Date: 11/15/12

By: 
Date: 11/15/12

City of Grand Junction

By: 
Date: 11/29/12