

INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF THE CLEAR CREEK COUNTY SPORT SHOOTING PARK

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into between the County of Clear Creek (“Clear Creek”) and the County of Gilpin (“Gilpin”), both political subdivisions of the State of Colorado. Clear Creek and Gilpin are collectively referred to herein as the “parties” and individually as a “party.”

RECITALS

WHEREAS, Clear Creek and Gilpin have the authority to act cooperatively, and also have the authority and capacity to enter into this Agreement pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §29-1-201, *et. seq.*; and

WHEREAS, the creation of the Clear Creek Sport Shooting Park is a project idea that was born from the Northern Front Range Sport Shooting Management Partnership (“NFRSSMP”) among Clear Creek, Gilpin, Colorado Parks & Wildlife (“CPW”), Boulder County, Larimer County and the U.S. Forest Service (“USFS”); and

WHEREAS, the purpose of the NFRSSMP is “to develop a landscape-level, multi-jurisdictional strategy to provide safe, responsible and accessible recreational sport shooting opportunities while addressing conflicts near residential areas and with other recreation users across the northern Colorado Front Range” (*see www.sportshootingpartners.org*); and

WHEREAS, as part of the NFRSSMP process and a 2019 USFS Decision Notice, the USFS determined that 25 new public shooting lanes are needed to accommodate the public shooting demand in Gilpin, and north of I-70 in Clear Creek (or 15 public lanes each, if separate ranges are constructed); and

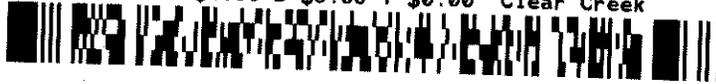
WHEREAS, to accommodate that need, and to promote a multi-jurisdictional approach to doing so, the Clear Creek Sport Shooting Park project (“Project”) was proposed; and

WHEREAS, the primary reason for developing this new public shooting range and pursuing the Project is to accomplish the closure of unsafe shooting areas identified on USFS lands in Clear Creek and Gilpin; and

WHEREAS, the Project is to be completed in three phases, at an anticipated total cost of approximately 2 million dollars; and

WHEREAS, Phase I of the Project, to design and engineer the conceptual site plans (to 80%), and to account for a business plan and financial projections, has already been completed and paid for by a grant from CPW for \$90,000, \$25,000 from Clear Creek and a donation from the Clear Creek Sportsmen Club for \$5,000 for consultants to perform that work; and

WHEREAS, Phase II and III of the Project are planned to include, but are not limited to, the following: 1) lead mitigation and remediation of the existing site, (2) preparation of final design



plans and technical documents needed for permits and construction, (3) installation of the necessary service infrastructure (e.g., water, sewer, storm drainage improvements), (4) sitework required for the new range reconfiguration, and (5) construction of a clubhouse; and

WHEREAS, the estimated total cost for Phase II of the Project is approximately \$1,410,000; and

WHEREAS, On May 26, 2021, CPW notified Clear Creek that conditional approval for \$860,000 in funding for Phase II of the Project was granted to renovate and develop the Clear Creek Sport Shooting Park (“CPW Grant”); and

WHEREAS, as part of the CPW Grant application, a total match of \$550,000 was obligated from Clear Creek and Gilpin; and

WHEREAS, Gilpin committed \$400,000 cash toward that grant match and Clear Creek committed \$125,000 cash and \$25,000 in-kind; and

WHEREAS, an IGA between Clear Creek and Gilpin is needed for Gilpin to transfer the \$400,000 in cash funds it committed to Clear Creek; and

WHEREAS, Phase III of the Project is expected to cost approximately \$600,000, and the parties intend to continue their cooperation in the grant process; and

WHEREAS, Clear Creek and Gilpin desire to enter into this IGA to set forth the terms of the transfer of funds from Gilpin to Clear Creek as part of the Project.

NOW, THEREFORE, in consideration of the joint and mutual promises contained herein, the parties hereto state and agree as follows:

AGREEMENT

1. **RECITALS:** The above Recitals are true and correct and are fully incorporated into this Agreement.

2. **NAME OF SHOOTING PARK:** The name of the new sport shooting range contemplated by the Project is the Clear Creek County Sport Shooting Park.

3. **FACILITY:** The Clear Creek County Sport Shooting Park facility shall, at the completion of Phase II of the Project, include the following:

- a. 61 public shooting lanes for shotgun, rifle, archery, handgun, small bore (.22) shooting; and
- b. Clubhouse. The new clubhouse is planned to include restrooms, classroom, office space and a small retail area.



4. **PHASE II BUDGET:** The Phase II budget is approximately \$1,410,000, and is planned as follows, subject to modification by Clear Creek County:
 - a. Lead mitigation and remediation of the existing site - \$148,000;
 - b. Preparation of final design plans and technical documents needed for permits and construction - \$119,900;
 - c. Installation of the necessary service infrastructure (e.g. water, sewer, storm drainage) - \$191,422;
 - d. Sitework required for the new range reconfiguration – \$95,534; and
 - e. Construction of the clubhouse - \$855,400.

5. **CLEAR CREEK'S RESPONSIBILITIES:** In exchange for receipt of \$400,000 cash funds from Gilpin, Clear Creek agrees to the following:
 - a. Clear Creek shall serve as the administrator for all grants related to the Project. At time of execution of this Agreement, a grant in the amount of \$860,000 has been conditionally awarded by CPW; an additional grant application to CPW is planned;
 - b. Clear Creek will select a manager/operator for the Clear Creek Sport Shooting Park, and will be solely responsible for choosing that entity;
 - c. Clear Creek will engage in a lease agreement with the selected range manager/operator and shall have the exclusive authority to define the details of the business operation;
 - d. Clear Creek shall make the final project design decisions; and
 - e. Clear Creek shall oversee, arrange for and implement the tasks set forth in the Phase II budget.

6. **GILPIN'S RESPONSIBILITIES:** In exchange for Clear Creek performing the responsibilities set forth in this Agreement, Gilpin agrees to the following:
 - a. Gilpin shall pay Clear Creek \$400,000 cash as in matching funds for the CPW Grant; and
 - b. Gilpin agrees to cooperate in future grant applications related to Phase III of the Project, including a grant application to CPW.

7. **RESPONSIBILITIES SHARED BY THE PARTIES:** The parties agree that they shall cooperate, commit and perform as follows:



- a. As there are certain elements of the facility and its surroundings that will be constructed in Phase III of the Project, the parties agree to work together to jointly apply for grants to fund Phase III. Among those contemplated elements are: three proposed large shooting sheds, CMU (concrete) range side walls, parking lot pavement, sidewalks, storm drainage, pedestrian crossing and erosion control;
- b. Clear Creek and Gilpin residents shall be treated equally in allowed use of the range;
- c. A membership plan is incorporated in the business model and Clear Creek and Gilpin residents will not be required to be on a waiting list during the first two years of operation;
- d. Clear Creek and Gilpin will work with the USFS regarding the timing and future enforcement of the closure areas;
- e. The lease with the range manager/operator may provide for use by law enforcement (State Patrol, Gilpin Sheriff's Department, others) subject to a fee and conditions of use; and
- f. If the range operates at a loss, Clear Creek and Gilpin will have equal involvement in the risk sharing and expenses, except as otherwise stated below.
- g. **Non-Appropriation Clause.** Financial obligations of Gilpin County and/or Clear Creek County payable after the current calendar year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each County, and other applicable law each calendar year. Upon the failure to appropriate such funds by either County, this Agreement may be terminated by either County.

8. **OTHER DOCUMENTS:** Clear Creek and Gilpin agree to execute such further and additional documents as necessary to put into effect this IGA, including any necessary correspondence to state officials.

9. **MODIFICATION:** This Agreement may be modified or amended by a written agreement duly executed by the parties hereto.

10. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Colorado, and any questions arising under this Agreement shall be construed or determined according to such law. Any action brought under this Agreement shall be in the District Court for Clear Creek County, Colorado.

11. **COMMUNICATIONS:** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:



If to Clear Creek:

Brian Bosshardt, County Manager
Clear Creek County
P.O. Box 2000
Georgetown, CO 80444
Tel: 303-679-2490
Email: bbosshardt@clearcreekcounty.us

If to Gilpin:

Ray Rears, County Manager
Gilpin County
Mailing Address: P.O. Box 366, Central City, CO 80427
Delivery Address: 203 Eureka St., Central City, CO 80427
Tel: 303-582-5214 ext. 2600
Email: rrears@gilpincounty.org

With email copy to:
Bradford Benning, Gilpin County Attorney
bbenning@gilpincounty.org

12. INTERPRETATION: This Agreement shall not be construed against any one party based upon who drafted the Agreement.

13. TERM AND TERMINATION: This Agreement shall be effective upon full execution by the parties and shall continue to be in full force and effect unless terminated by either party in the manner described herein. Either party may terminate this Agreement by giving at least ninety (90) days' written notice to the other party. Gilpin understands that, should it terminate this Agreement, it is not entitled to reimbursement of any cash funds it contributed as part of the match to the CPW Grant.

14. All obligations of the parties are subject to annual appropriation therefor in accordance with the Colorado Local Government Budget Law. In the event a party does not appropriate to meet its obligations hereunder, it shall immediately inform the other party.

WHEREFORE, the parties have executed this Agreement effective as of the date set forth above.

APPROVED:
CLEAR CREEK:

Clear Creek County, by and through its
Board of County Commissioners

By: 
Sean C. Wood, Chairman

APPROVED:
GILPIN:

Gilpin County, by and through its
Board of County Commissioners

By: 
Sandy Hollingsworth, Chair



ATTEST:

[Signature]
Deputy County Clerk 10-4-22

ATTEST:

Sharon Cate
Deputy County Clerk 09-26-2022