

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY
CORPORATE, FOR AND ON BEHALF OF THE UNIVERSITY OF
COLORADO AT COLORADO SPRINGS AND THE CITY OF COLORADO
SPRINGS**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The Intergovernmental Agreement between the University of Colorado, a body corporate, for and on behalf of the University of Colorado at Colorado Springs ("UCCS") and the City of Colorado Springs ("City") for the purpose of providing cooperative and mutually beneficial police and public safety services to UCCS and the City, attached and made part of this resolution ("Agreement"), is approved.


Section 2. The President of Council is authorized to execute the Agreement on behalf of the City, and the City Clerk is directed to attest the President's signature and affix the seal of the City.

DATED at Colorado Springs, Colorado, this 10th day of February, 2014.



Keith King, Council President

ATTEST:


Sarah B. Johnson, City Clerk



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY
CORPORATE, FOR AND ON BEHALF OF THE UNIVERSITY OF COLORADO
COLORADO SPRINGS AND THE CITY OF COLORADO SPRINGS**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs (hereinafter referred to as "UCCS") and the City of Colorado Springs, a Colorado Municipal Corporation and Home Rule City (hereinafter "City") effective this _____ day of _____, 2014, pursuant to § 29-1-203, C.R.S., UCCS, and the City are herein collectively referred to as "the Parties" or individually as a Party.

WHEREAS, UCCS and the City mutually desire to cooperate in providing police and public safety services to UCCS and the City; and

WHEREAS, UCCS Police Department (UCCS PD) peace officers routinely travel City streets in the areas surrounding the property of UCCS during the course of their duties; and

WHEREAS, UCCS PD peace officers provide back-up systems to City police officers on calls in the campus area; and

WHEREAS, the Parties believe that extension of police powers and authority to the UCCS PD by the City would benefit and serve the interests of public safety for the community as a whole.

NOW THEREFORE, the Parties understand and agree as follows:

1. The Parties hereby recognize the jurisdiction of the City of Colorado Springs to enforce traffic and criminal offenses occurring on lands owned by UCCS or lands owned by the University of Colorado Foundation and leased to UCCS which are located within the City limits of Colorado Springs.

2. The City hereby grants to the UCCS Police Department, for those peace officers who are P.O.S.T. certified and current with all requirements to maintain that certification by law, authority for the enforcement of the City of Colorado Springs City Code, 2001 as amended ("City Code"). The authority for the enforcement of City Code includes UCCS campus as well as the areas within the Enforcement Boundaries defined in Paragraph 4 of this Agreement.

3. The City hereby grants to the UCCS Police Department, for those peace officers who are P.O.S.T. certified and current with all requirements to maintain that certification by law, authority for the following:

- a. The enforcement of the City Code within the Enforcement Boundaries.
- b. The enforcement of State statutes within the Enforcement Boundaries. UCCS Police Department agrees to report State law violations filed by UCCS Police

Department to the City as requested by the City. Nothing in this Agreement shall be construed to affect in any way UCCS Police Department's State enforcement powers on the UCCS campus.

4. The Enforcement Boundaries in this Agreement shall be as described in Attachment A.

5. UCCS Police Department hereby agrees that when issuing citations for City Code violations occurring either on the UCCS campus or within the Enforcement Boundaries UCCS peace officers will charge pursuant to the City Code.

6. UCCS PD peace officers are authorized to arrest within the Enforcement Boundaries pursuant to a verified City or State arrest warrant or pursuant to State law violations. UCCS PD peace officers may only pursue vehicles outside UCCS PD campus boundaries pursuant to standards defined by the Colorado Springs Police Department. Nothing in this paragraph shall be construed to limit in any way UCCS PD's authority to arrest or pursue on the UCCS campus.

7. UCCS peace officers shall cite all violations of the City Code on Municipal forms into Municipal Court.

8. The Parties agree and understand that UCCS PD peace officers shall, while they are performing their law enforcement duties under this Agreement in the City, be peace officers as defined in § 16-2.5-102, C.R.S., with current certification. UCCS PD agrees to provide the City with a list of the names of officers operating under this Agreement and advise the City in writing of any changes in personnel. The City agrees to provide letters of appointment to UCCS PD peace officers operating pursuant to this Agreement. At all times and while on University of Colorado property, the Parties agree and understand that UCCS PD peace officers shall conform to and be subject to all rules and regulations governing the University of Colorado, and are not subject to the City's rules and regulations.

9. The Parties hereby agree to coordinate and cooperate with respect to any other law enforcement and public safety services that may be provided by each Party's respective police department for incidents within their jurisdiction to the extent practicable. UCCS PD agrees to designate a specific person to coordinate service of Municipal Court subpoenas on UCCS PD peace officers and facilitate necessary communication between UCCS PD peace officers and the City Municipal Court prosecutors. UCCS PD and the City agree to coordinate any training of UCCS PD peace officers necessary to the operation of this Agreement. The City agrees to designate a Colorado Springs police officer to act as a liaison between the City and UCCS PD.

10. The Parties acknowledge that this Agreement shall not be construed nor interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or any other provision of the Colorado Governmental Immunity Act, set forth under § 24-10-101, *et seq.*, C.R.S., as now set forth or hereafter amended, by either Party.

11. UCCS PD agrees and understands that it shall not assign rights nor delegate duties under this Agreement.

12. The Parties agree and acknowledge that this Agreement in no way creates an employment relationship between UCCS PD peace officers and the City. UCCS PD shall at all times remain responsible for the acts, errors and omissions of UCCS PD peace officers acting under this Agreement or otherwise. UCCS PD shall at all times be responsible for any and all required or applicable employment income and any other tax for UCCS PD peace officers, for all training and uniform expense. UCCS PD shall at all times be responsible for any and all required or applicable unemployment, workers' compensation and other insurance coverage for UCCS PD peace officers and shall be responsible for compensation to UCCS PD peace officers subpoenaed to testify in Municipal Court. The Parties to this Agreement expressly understand and agree the City shall not be liable for any acts, errors or omissions of UCCS PD peace officers acting under this Agreement.

13. The City shall be responsible for the costs of prosecution and all fines and court costs levied as a result shall be deemed the property of the City.

14. The Parties agree and acknowledge that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement.

15. No modification to this Agreement shall be effective unless agreed upon in writing by both Parties.

16. All notices required under this Agreement shall be directed to:

For UCCS PD: Chief of Police
University of Colorado Colorado Springs
Police Department
1420 Austin Bluffs Parkway
Colorado Springs, CO 80918

Office of University Counsel
The University of Colorado at Colorado Springs
1420 Austin Bluffs Parkway
Colorado Springs, CO 80918

For the City:

Chief of Police
Police Operations Center
705 S. Nevada
Colorado Springs, CO 80903
City Attorney
P.O. Box 1575 / MC 510
Colorado Springs, CO 80901-1575

17. This Agreement may be executed in multiple copies, each of which shall be considered an original.

18. In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication between the Parties.

19. This Agreement will continue indefinitely. Either Party may cancel this Agreement at any time and for any reason with at least ninety (90) days prior written notice to the other Party.

20. Upon execution this Agreement will supersede the current Intergovernmental Agreement between UCCS PD and the City dated March 23, 2004.

21. This Agreement shall take effect on the date of the last signature hereto and the Parties certify that they possess necessary authority to sign this document.

REMAINDER OF THIS BLANK INTENTIONALLY LEFT BLANK

WHEREBY the undersigned Parties understand and agree to the terms and conditions contained herein.

Date: 12/3/14

For the Regents of the University of Colorado, a body corporate

Pamela Shockley-Zalabak
By: Pamela Shockley-Zalabak

Chancellor

Date: 12.2.14

University of Colorado Colorado Springs

Susan Szpyrka
By: Susan Szpyrka

Vice-Chancellor of Finance and Administration

Date: 12/4/2014

University of Colorado Colorado Springs

Brian McPike
By: Brian McPike

Chief of Police and Executive Director of Public Safety

Date: _____

City of Colorado Springs

By: Keith King
President, Colorado Springs City Council

Date: _____

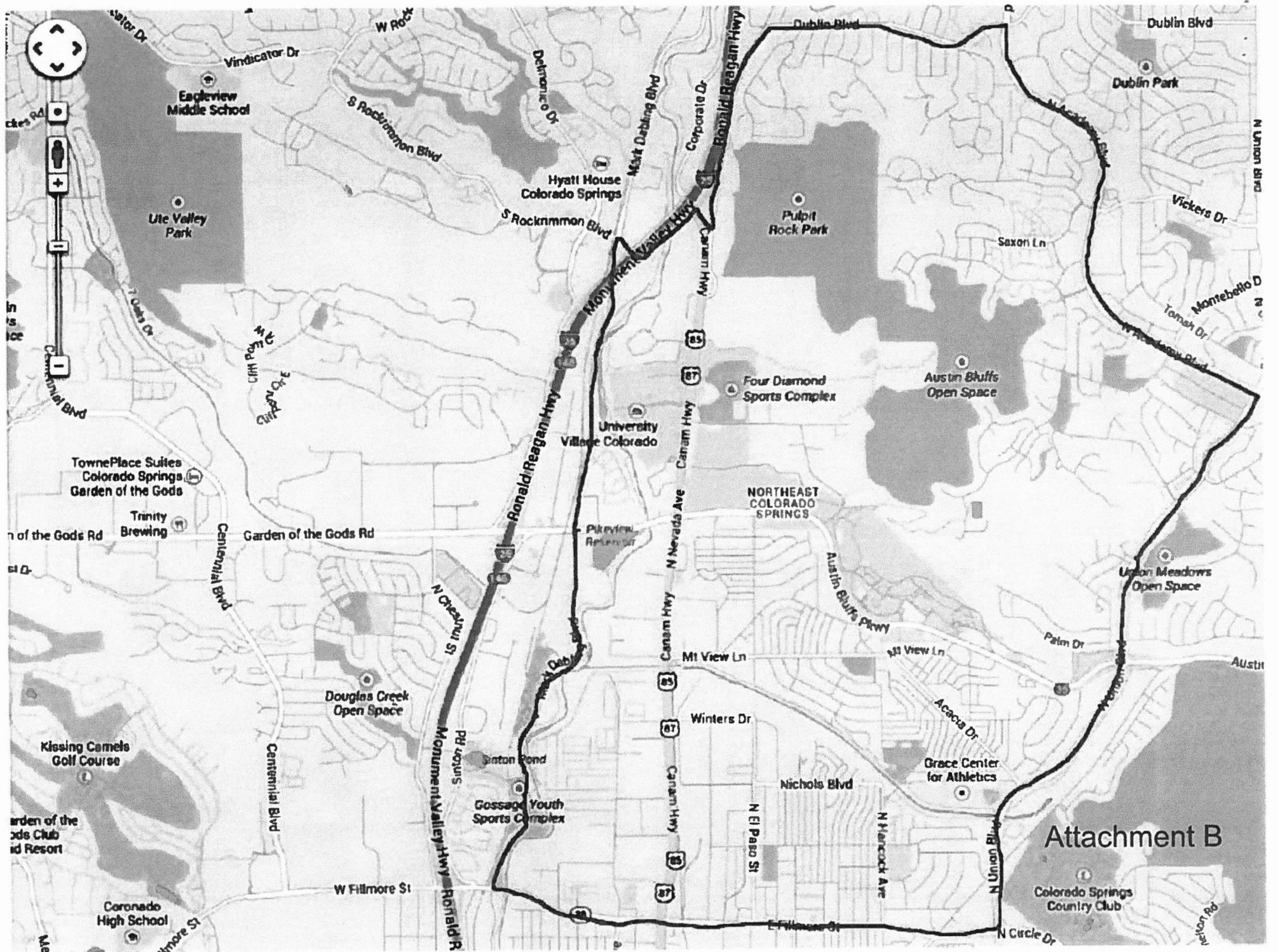
Colorado Springs Police Department

By: Peter Carey
Chief, Colorado Springs Police Department

APPROVED AS TO FORM
[Signature]
OFFICE OF UNIVERSITY COUNSEL

ATTACHMENT A

- 1) North Boundary - Up to the southernmost curb bordering Academy Blvd. but not including Academy Blvd. That boundary runs north to Dublin Blvd. At Dublin Blvd the boundary runs west to southwest until it hits the intersection of North Nevada Avenue at Dublin Blvd. The boundary on Dublin Blvd. is the northernmost curb.
- 2) East Boundary - Union Blvd east most curb.
- 3) South Boundary - East Filmore Street southernmost curb.
- 4) West Boundary - Mark Dabling Blvd. westernmost curb.
- 5) Boundary Corners and Intersections; Northwest Boundary Corner Rockrimmon Blvd. at Mark Dabling Blvd, Northwest Boundary Intersection Corporate Drive at North Nevada Avenue, North Boundary Corner Dublin Blvd. at North Academy Blvd (Boundary stops on the Dublin Blvd. side of the intersection), Northeast Boundary Corner Union Blvd at North Academy Blvd (Boundary stops on the Union Blvd. side of the intersection), East Boundary Austin Bluffs Parkway and Union Blvd. (stops at the eastern most curb of Union), Southeast Boundary East Filmore Street and Union Blvd (stops at the eastern most curb of Union), and Southwest Boundary East Filmore Street and Mark Dabling Blvd. (Boundary stops at the westernmost Mark Dabling Curb).
- 6) See Attachment B for boundary map.



Attachment B

Colorado Springs
Country Club