

POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this 9th day of January, 2017 (the "Effective Date"), by and between the City of Lakewood, a home rule municipal corporation of the State of Colorado whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and the City of Littleton, a home rule municipal corporation of the State of Colorado, whose principal business address is at 2255 W. Littleton Blvd., Colorado 80120 herein referred to as the ("Agency").

WITNESSETH:

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Agency is desirous of having two of its police recruits ("Recruits") attend the Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of six (6) months from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Payment. Agency shall pay to Lakewood, at the commencement of the Academy, **Six Thousand dollars (\$6,000)** for each Recruit to be trained at the Academy.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Agency are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits are and shall

remain employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person, and \$990,000 per occurrence) or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration. This Agreement contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement may not be enlarged, modified altered or extended except in writing, signed by the parties and endorsed herein. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.
- d. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.

- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.
- f. Electronic Disposition. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LAKEWOOD

Daniel J. McCasky, Chief of Police

ATTEST:

Margy Greer, City Clerk

APPROVED AS TO FORM:

Janet Young, Deputy City Attorney

CITY OF LITTLETON

Bruce Beckman
Mayor

ATTEST:

Wendy Heffner
City Clerk

APPROVED AS TO FORM:

Kenneth S. Fellman
Acting City Attorney