

THE HIGHLANDS RANCH LAW ENFORCEMENT TRAINING FOUNDATION ACADEMY TRAINING USE AGREEMENT

This agreement is made and entered into this 15th day of January, 2019 (“Effective Date”), by and between The Highlands Ranch Law Enforcement Training Foundation, hereinafter referred to as “HRLETF,” a Colorado 501(c)(3) nonprofit corporation, with its principal office at 4000 Justice Way, Castle Rock, CO 80109, and the City of Littleton, with its principal office at 2255 W. Berry Ave., Littleton, CO 80120, hereinafter referred to as “Employer.”

WITNESSETH:

WHEREAS, HRLETF conducts Colorado Peace Officer Standards and Training (POST) approved law enforcement training academies for the training of law enforcement officers/recruits, primarily at its training facility located at 6001 Ron King Trail, Littleton, CO 80125 (the “Training Facility”); and

WHEREAS, Employer is desirous of having certain of its officer(s)/recruit(s), hereinafter referred to as “Trainees”, attend the HRLETF Academy, scheduled to commence on the 14th day of January , 2019, herein after referred to as the “Academy”.

NOW, THEREFORE, in consideration of the mutual covenants and promises and other valuable consideration provided for herein, the parties hereto agree as follows:

1. Purpose of Agreement. The purpose of this agreement is to set forth the terms and conditions under which the HRLETF will provide Employer with training of its Trainees. Every Trainee must be a full-time employee of the Employer, and the Employer is responsible for conducting all pre-employment background checks, driver license/status checks, and Colorado POST required evaluations, including physical and psychological evaluations, before commencement of the Academy. Only those Trainees who meet all of the POST requirements may participate in the Academy.

2. Term of Agreement. This agreement shall be in effect for seven months from the Effective Date set forth above. The provisions of paragraphs 10 and 11 of this agreement, however, shall remain in effect for a minimum of two years following the termination of this Academy.

3. Description of Training. The HRLETF shall provide instruction and training, as well as all testing and evaluation, of the Trainees in the subjects required by the State of Colorado for Basic POST certification, including, but not limited to, academics, firearms, law enforcement driving, anti-bias policing, and arrest control. The instruction

and training shall be performed by instructors (“Instructors”) chosen by HRLETF in its sole and absolute discretion.

4. Payment. A single payment for Academy tuition shall be made by the Employer to the HRLETF no later than 14 days prior to the commencement of the Academy. The Employer shall pay the HRLETF \$ 6,000.00 per Trainee. In addition, the Employer shall to provide the HRLETF, prior to commencement of the Academy, with all required handgun training ammunition for the Trainee at the expense of the Employer.

5. Academy Placement, Conduct, and Refunds.

(i.) HRLETF staff will review Trainee applications in the order received, prior to the commencement of the Academy. Applications must be received by the HRLETF no later than 45 days prior to commencement of the Academy. In the event any Trainee applicant is not accepted to the Academy, a full refund of any tuition paid will be provided.

(ii.) All Trainees must follow all HRLETF safety rules and the HRLETF Academy rules of conduct and performance (set forth in the Basic POST Academy Cadet Handbook), including participation and physical activity requirements. Failure to meet performance, participation, or conduct requirements will result in termination from the Academy as determined in HRLETF’s sole and absolute discretion.

(iii.) Tuition paid for any Trainee (i) who is withdrawn from the Academy by the Employer, (ii) who fails to successfully complete any required portion of the curriculum or pass the POST Certification exam, or (iii) who is terminated from the Academy because of unsatisfactory performance, unsatisfactory participation, or disciplinary violations is nonrefundable once the first class of the Academy commences.

6. Equipment. The Employer is responsible for providing the law enforcement and training equipment, as designated on Exhibit A, for the use of each of its Trainees while attending the Academy, as well as the required ammunition.

7. Termination. Either party may terminate this agreement by providing the other party with written notice at least 30 days prior to the termination date.

8. Notices. All notices pertinent to this Agreement shall be made in writing and shall be delivered during normal business hours to the other party by hand or email addressed as follows:

If by the Employer:

To: Sgt. Jeff Bredehoeft
HRLETF Academy Director
4000 Justice Way
Castle Rock, CO 80109
JBredeho@dcsheriff.net

If by HRLETF:

To: Lena McClelland
Assistant City Attorney
2255 W. Berry Ave.
Littleton, CO 80120
lmcclelland@littletongov.org

The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification of such designation by the other party.

9. Independent Contractor. Instructors are independent contractors and not employees of HRLETF. No officer or employee of one party shall be considered an officer or employee of the other for any purpose, including worker's compensation and any other benefit. The Trainees are employees of the Employer and are not eligible for any salary or benefits from the HRLETF.

10. Insurance. Employer shall continuously maintain the following insurance coverage:

- (i.) Worker's Compensation coverage in accordance with the Worker's Compensation Act of the State of Colorado and Employer's Liability coverage with a minimum limit of \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. The policy shall provide a Waiver of Subrogation in favor of HRLETF.
- (ii.) Commercial General Liability including coverage for premises and operations, products and completed operations, personal injury, blanket contractual liability and independent contractors with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy shall name HRLETF as an Additional Insured and shall provide a Waiver of Subrogation in favor of HRLETF. The policy shall be endorsed so that it provides primary and non-contributory coverage to any similar insurance HRLETF may have available.

- (iii.) Public Officials Liability and Law Enforcement Liability with each coverage having a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- (iv.) Commercial Automobile Liability insurance with a minimum limit of \$1,000,000 Combined Single Limit per accident. Coverage should be included for owned, hired and non-owned automobiles.

Employer is responsible for any deductible losses under the policy or payment of any retention amounts under a self-insurance program.

At the time the parties execute this agreement, unless both parties agree otherwise in writing, Employer will provide to the HRLETF a certificate of insurance, in form acceptable to the HRLETF Board of Directors, evidencing the above insurance requirements. Such certificate shall state that at least 30 days' advance written notice of any cancellation of such insurance will be provided to the HRLETF. All cancellation notices shall be sent to the HRLETF in the manner provided for above, and Employer agrees to deliver a certificate of replacement of such insurance to the HRLETF prior to the cancellation date. The insurance requirements specified above shall remain in effect at least two years following termination of the Academy.

11. Release and Waiver of Liability.

A. Each Trainee must sign the HRLETF RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AND COVENANT NOT TO SUE, a copy of which is attached hereto as Exhibit B, prior to commencement of the Academy.

B. Employer, in connection with the training of its Trainees by the HRLETF, as provided in this agreement, agrees to release, waive, discharge, and covenant not to sue the HRLETF and its directors, officers, agents, employees, instructors, contractors, volunteers 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 Trainee while being trained at the HRLETF Training Facility under this Agreement or thereafter, or that relate in any manner to any Trainee, 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 Trainee or the training of the Trainees by the HRLETF. The parties hereto understand and are relying upon and do not waive or intend to waive by any provision of this contract 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, Section 24-

10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers or their employees.

12. Integration. This instrument contains the entire agreement between the parties concerning the training of the Trainees, and no statement, promises, or inducements made by either party regarding the training of the Trainees that is not contained in this agreement 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.

13. Assignment. This agreement shall inure to the benefit of and be binding upon the HRLETF and Employer, and shall not be assignable by either party.

14. Severance. 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 agreement did not contain the particular part held to be invalid.

15. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Douglas County, Colorado and this transaction shall be governed by the laws of the State of Colorado.

16. Authority. This instrument shall not constitute an agreement until signed by the duly authorized representatives of the HRLETF and the Employer.

17. This agreement (including the documents and the instruments referred to herein) are not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

18. This agreement may be executed in two or more counterparts and by any form of electronic imaging, including but not limited to, electronic signatures, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

19. When a reference is made in this agreement to paragraphs or sections, such reference shall be to a paragraph or section of this agreement unless otherwise indicated. Any headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement. Whenever the words "include," "includes," or "including" are used in this agreement, they shall be deemed to be followed by the words "without limitation."

Executed this 15th day of January, 2019.

CITY OF LITTLETON

BY: _____
Mark Relph, City Manager

Debbie Brinkman, Mayor

ATTEST:

By: _____
Wendy Heffner, City Clerk

Approved as to form:

Lena McLelland, Assistant City Attorney

THE HIGHLANDS RANCH LAW ENFORCEMENT TRAINING FOUNDATION

By: _____
(Insert Name & Position of Signatory)

Date: _____