

## INTERGOVERNMENTAL TERMS OF USE FOR THE EMERGENCY VEHICLE OPERATIONS COURSE

This Intergovernmental Agreement, executed on this <a href="21st">21st</a> day of <a href="January">January</a>, <a href="2025">2025</a>, is made and entered into by and between the City of Littleton, State of Colorado (the "User"), and the COUNTY OF DOUGLAS, ST ATE OF COLORADO, for the use of certain improved property located at 8500 Moore Road in Douglas County, Colorado.

WHEREAS, Douglas County desires to allow User access to and use of the premises described on Exhibit A (the "EVOC") attached hereto and incorporated herein; and

WHEREAS, User desires to use the EVOC for their vehicle and/or public safety training purposes; and

WHEREAS, User understands that the Highlands Ranch Law Enforcement Training Foundation, Inc. (the "HRLETF") manages the EVOC for Douglas County.

NOW THEREFORE, the parties agree as follows:

#### I. TERMS AND CONDITIONS

A. User agrees to ensure that any of its employees, agents, officials, invitees or other persons associated in any way with User, abide by all of the policies, rules, and directions of Douglas County or HRLETF staff as a condition of being allowed on the premises of the EVOC. Failure to abide by any of those polices, rules or directions may result in forfeiture of any rights or privileges under this Agreement and/or expulsion from the EVOC at the sole discretion of Douglas County or HRLETF.

#### B. Release of Liability:

User, its successors and assigns shall forever release, waive, discharge, and relinquish any claim of liability against Douglas County, the Douglas County Sheriff's Office (DCSO), and the HRLETF or any of their principals, affiliates, sponsors, volunteers, agents, officials, employees, successors, and assigns from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, in any way connected to, related to, or arising out of User's presence or participation in any activity at the EVOC, regardless of any negligence of Douglas County, the DCSO, and/or the HRLETF.

#### C. Insurance:

1. User will ensure they have sufficient insurance to cover any and all hazards, damages, costs and liabilities associated with the use of the EVOC. The User shall provide

evidence that such requirements have been met and shall provide updated information to Douglas County in the event any changes are made to the User's insurance coverage prior to any use of the EVOC.

- 2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.
- 3. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of User's owned, hired and non-owned vehicles on the premises at the EVOC. The policy will contain a severability of interests provision.
- 4. The required General Liability and Automobile Liability policies will be endorsed to include Douglas County and the HRLETF as a Certificate Holders and name both entities, their officers and employees as additional insureds. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 5. User hereby grants to Douglas County and HRLETF a waiver of subrogation which any insurer may acquire against either entity, their officers, officials, employees, and volunteers, from User by virtue of the payment of any loss. User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Douglas County or HRLETF has received a waiver of subrogation endorsement from the insurer. This provision also applies to the User's Workers' Compensation policy.
- 6. If User maintains broader coverage and/or higher limits than the minimums shown above, Douglas County and HRLETF require and shall be entitled to the broader coverage and/or higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Douglas County and HRLETF.

#### D. Fuel Provisions:

- 1. A fuel tank may be accessible by the User in the vicinity of the EVOC with sufficient prior coordination.
- 2. The amount per gallon to be charged for the fuel will be determined upon the prior coordination for its availability and will be no more than the costs to Douglas County to provide the fuel.
- 3. Prior to receiving any fuel from Douglas County, the User will provide the Colorado state issued gasoline tax exemption certificate and hereby certifies that any such fuel will be used exclusively by the User for its governmental functions and activities pursuant to Colorado Revised Statutes 39-27-102.

#### II. TERM OF AGREEMENT

A. This Agreement shall commence as of the execution of this Agreement and will continue to be in effect any time the User makes any use of the EVOC unless otherwise terminated.

B. Either party may terminate this Agreement by giving the other party not less than ninety (90) days prior written notice, such notice shall be sent to the party's address as listed on the signature page of this Agreement.

#### III. MISCELLANEOUS

- A. Liability. Each party shall be fully responsible for its own employee(s) consistent with all applicable laws. Each party agrees to provide the other party written notice within sixty (60) days of the knowledge of any claim or controversy associated with any activity related to this Agreement.
- B. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.
- C. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-10l et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
- D. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to sue, or bring other proceedings against either User or Douglas County because of any terms contained in this Agreement.
- E. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.
- F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- G. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- H. Survival. The rights and obligations of the parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.
- I. Notices. Any notice to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing following their signatures below, but either party may change its address by written notice in accordance with this paragraph.

J. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The User expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
K. Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.
IN WITNESS WHEREOF, the User caused this Intergovernmental Agency Agreement to be executed by its duly authorized representatives:
Executed this day of
BY: (Insert Name & Position of Signatory)
Date:
ATTEST:
By:
Date:



Emergency Vehicle Operation Center 8500 Moore Rd. Littleton, Colorado 80125 USA

# Facility Safety Plan & User Rules



## **Welcome**

Welcome to the Code 303 Douglas County Emergency Vehicle Operation Center (EVOC).

The EVOC is a public-safety driver training facility—it is not designed or intended for extreme driving or racing. It is a place to teach advanced decision making; safe pursuit driving and pursuit termination; communication while driving; low speed technical driving skills; day and night driving; inclement weather skills; vehicle dynamics and limitations; law enforcement motorcycle certifications; crash investigation training; traffic incident management (TIM); and teen and senior driver safety program(s). While the EVOC is mostly used for public-safety and academy cadet trainings (about 70% of the time), the HRLETF does also rent it out to approved private users and teen/senior driver safety groups, via a formal "Private Terms-of-use Agreement," during times when it would otherwise sit vacant. Private events help offset costs and are necessary to fund ongoing maintenance and improvements. Agencies and private users must comply with all facility rules.

## **Scheduling, Contact & Notifications**

Dave Weaver, Dir. Post Academy and EVOC Office (303) 660-7570, Cell (720) 365-7881 <u>daweaver@dcsheriff.net</u> evoc@dcsheriff.net

Audra Garton-Norvell, Douglas County Sheriff's Office (303) 660-7593 <u>agarton@dcsheriff.net</u> <u>evoc@dcsheriff.net</u>

## **Emergency Services**

South Metro Fire Protection District. Dial 911

Douglas County Sheriff's Office Dial 911. Non-emergency 303-660-7500

## **Driver Training Facility Details:**

Perimeter Driving Course		1.3 miles asphalt paved with .5 mile 4-lane section
Pad A	Cones onsite	Skills Pad: 9.2 acres asphalt paved
Pad B	Cones onsite	Skills Pad: 1.8 acres asphalt paved
TIM Area		2.2 acres concrete roadway (shared with CDOT)
Student Parking		At south end of Liniger Way
Restrooms		Port-o-lets at Student Parking, Skill Pad-A, &
		Skill Pad-B
<b>GPS Coordinates</b>	Entrance at	N 39 48 7986
	8500 Moore Rd.	W 105 02 5956



Scheduling: EVOC usage must be specifically scheduled. Users may only use the part(s) of the EVOC for which they are specifically scheduled. Users are required to be at the facility at least 30 minutes before their scheduled start time to complete a safety check before training begins. Users may forfeit scheduled use of the facility if they do not arrive by the noted times. Agencies that want to use a forfeited training area must contact the HRLETF director before doing so.

Check scheduling availability at <a href="https://hrletf.org/calendars">https://hrletf.org/calendars</a>. To schedule instructional time, the user/agency must email or call the EVOC facility director (noted above).

<u>Cancellations:</u> Government users and approved private users who cancel a scheduled reservation(s) with less than 30 days written notice, to the EVOC facility director, may be subject to a non-refundable cancellation fee equal to 25% of the cost of their initial scheduled reservation (except in cases of severe weather that

reasonably compel cancellation). All cancellations shall be in writing and effective upon receipt by the EVOC facility director.

If Douglas County or the HRLETF cancels a scheduled reservation for any unforeseen reason or act of God, then all monies paid by the user shall be refunded. Any liability of Douglas County or the HRLETF shall be limited to the fees paid by the user.

**Damages & Security Deposits:** Users will be held responsible for all damages and associated costs of any clean up and repair to the EVOC, its property, and equipment caused by that User or their individual participants. All costs deemed necessary and incurred by Douglas County or the HRLETF for replacement and/or repairs caused by users will be billed to the user. Payment for cleanup and damages must be made within thirty (30) days after receipt of billing.

EVOC user fees are established based on established scheduling periods, as noted below. HRLETF public-safety agency members receive a discounted rate. User fees for public-safety agencies are listed at <a href="https://hrletf.org/services/code-303/code-303-other-information-and-forms/">https://hrletf.org/services/code-303/code-303-other-information-and-forms/</a>. User fees for other special events are established separately and available upon request by contacting the EVOC facility director.

Approved Private Event Users: Approved private users will be required to pay security deposit equal to 25% of their scheduled reservation fee. The deposit will be refunded if the facility is left in a clean state and there are no damages. The deposit shall be due and payable a minimum of two (2) weeks prior to the scheduled use. The deposit will be refunded, or applied to the user's reservation fee, if the facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of two (2) weeks prior to commencement of the event.

Approved private users must provide all hospitality, security, clean-up crew and other personnel necessary to conduct the approved activities and to leave the facility in a clean and orderly condition, unless otherwise agreed to in writing by the EVOC facility director.

<u>User Fees:</u> The EVOC fee schedule is posted on our website at <a href="http://hrletf.org/wp-content/uploads/EVOCfees.pdf">http://hrletf.org/wp-content/uploads/EVOCfees.pdf</a>. Any question regarding fees should be directed to the EVOC Facility Director. The user can make payment electronically (purchase card or credit card) on the <a href="https://www.msbpay.com/DouglasSheriffWeb/">https://www.msbpay.com/DouglasSheriffWeb/</a> website. Or a check made payable to the **Douglas County** Treasurer can be mailed to: Douglas County Sheriff's Office, Attn: Diane Romero, Budget and Logistics, 4000 Justice Way, Castle Rock, CO 80109.

Once the user/agency has completed scheduling, payment, and the required waiver (noted below), the EVOC facility director will provide the user/agency with the combination code for the entry gates/equipment trailer.

## **Hours of Operation:**

#### Monday through Friday – Opens at 08:00 hours; Closes at 21:00 hours

#### **Scheduling periods in 6 hour increments:**

- 1. 08:00 hours till 14:00 hours
- 2. 14:30 hours till 20:30 hours

#### Saturday and Sunday - Opens at 08:00 hours; closes at 18:00 hours

#### **Scheduling periods in 5 hour increments:**

- 1. 08:00 hours- 13:00 hours
- 2. 13:00 hours- 18:00 hours

## Safety Plan & Requirements: The EVOC is secured by a series of five gates.

Before the start of any training, the agency conducting the training will designate a Lead Instructor who will:

- Ensure all participating instructors and students have a working knowledge of this safety plan and rules.
- Ensure students park personal vehicles in the designated parking area, outside GATE 2. The only exceptions are if a personal vehicle(s) is authorized as part of an approved private teen/senior driver training class or approved special event.
- Ensure there is adequate telephone communication for emergency response on site, or assign two people to respond to a telephone to call 911 in the event of an emergency
- Ensure there is cell phone or agency radio communication between instructors to coordinate training activities and ensure safety.
- Appoint at least one person as a Safety Officer, with the responsibility for safety oversight, emergency notifications, and other tasks that ensure compliance to this plan.
- Appoint at least two persons to respond to the entry area to "guide in" emergency responders in the event of an emergency.
- Ensure that a first aid kit is readily available.
- Agency instructors are encouraged to share training cone configurations and driver training curriculum whenever possible and permissible, to help ensure training consistency and facility safety.

The EVOC has basic emergency first aid and other safety/training equipment available during operational hours only (fire extinguishers, AED, first-aid kit); however, it is encouraged that each agency be responsible for providing their own equipment for which they were trained.

It is not our intent to interfere in an agency's training, standard operating procedures, or policies, unless it affects the effectiveness of this safety plan or the overall safety of the EVOC. It is our intent to keep the EVOC as safe as possible for everyone. We may record the actions and movement of personnel, vehicles and any use of facilities via security camera locations. These cameras are for everyone's safety and security.

Each agency and student must make every reasonable effort to comply with the intent of this safety plan.

### **Serious Injury or Illness:** In the event of an injury or illness to anyone:

- The Lead Instructor, or their designee will ensure first aid is started.
- The Lead Instructor will ensure that emergency medical personnel are notified. The use of 911 is the fastest and best way to call for help.
- Lead Instructor will ensure that designated persons proceed immediately to an area near the incident and to the EVOC entrance to assist emergency responders in locating the scene.
- Lead Instructor, or their designee, can request an emergency medical helicopter. If a helicopter is requested, please notify the responding fire/medical responders that it has been requested.
- The Lead Instructor will notify the EVOC facility director as soon as practical.
- In the event of any training-related death, all training shall immediately stop. Training may resume only after the **Lead instructor/user** advises and the EVOC facility director and the HRLETF has ensured that the program is operating in compliance with facility rules.
- In the event of any training-related death to any student, instructor or bystander during a Colorado P.O.S.T. academy or driving instructor certification course, all training shall immediately stop. Once the scene is safe, the **Lead Instructor** shall notify the Colorado P.O.S.T. as soon as practical. Training shall not resume until Colorado P.O.S.T. has completed their investigation.

## First Aid & Emergency Equipment:

Latitude- N 39 48 2358 / Longitude- W 105 02 1231

Capabilities	Yes/No	Note
1st aid kit	Yes	Skill Pad-A (inside car trailer)
Telephone	No	
Fire extinguisher	Yes	Skill Pad-A (inside car trailer), next to portable fuel trailer
		Skill Pad-B (inside shade structure)
(AED) Automated External	Yes	Skill Pad-A (inside car trailer)
Defibrillator		* Lock code is same as for GATE 2

<u>Facility Safety & Training Equipment</u> EVOC safety and training resources must be put away completely and properly. Damage to any equipment or the facility must be reported promptly to the EVOC facility director as required. This equipment is available for government users only, unless approved by the EVOC facility director.

<u>Equipment</u>	<u>Location - Note</u>	
Cones and Cone Trailers	Parking area south of Gate # 2	
(requires a 2" trailer hitch ball)		
Portable Air Compressor &	Skill Pad-A (inside car trailer)	
Generator		
Floor Jack & tire changing tools	Skill Pad-A (inside car trailer)	
Traffic lane-change light system	Skill Pad-A (inside storage fence)	
Portable Radar Speed Sign	Skill Pad-A (inside storage fence)	

Several standard cone layouts may be marked on the pavement. Cones are stored on cone trailers. Users must supply their own vehicle with a 2" hitch ball to move the cone trailers around the EVOC. Use of EVOC equipment and tools shall only be used by authorized and trained personnel. All traffic cones will be removed from the Road Course, Skill Pad-A and Skill Pad-B and stored on the trailers at the end of training during the following time period; October 30 – April 15.

# \*\*\* IMPORTANT Safety & Operational Rules \*\*\* All Users shall adhere to these rules and protocols, Failure to comply may result in the suspension or termination of EVOC use.

- 1. Personal use of the facility is PROHIBITED. Any prohibited uses of the facility may be excepted only by the express written authorization from the DCSO or EVOC facility director.
- This is a NO SMOKING FACILITY and NO OVERNIGHT CAMPING.
- 3. Students and instructors should bring plenty of water and monitor themselves for signs of heat exhaustion.
- 4. Users shall perform a safety briefing covering facility safety rules and procedures before use of any program area or EVOC equipment.
- 5. The EVOC will accommodate most law enforcement vehicles including sedans, SUV's, pickup trucks, PIT cars, motorcycles, and bicycles. It will also accommodate some larger vehicles, weighing less than 35,000 pounds GVWR, such as fire agency vehicles, school buses, and unloaded commercial vehicles.
- 6. Any vehicle with a GVWR greater than 35,000 pounds must be approved by the EVOC facility director.
- 7. Prior to using the EVOC, government-agency users must agree to the conditions and provide a signed *EVOC Intergovernmental Terms of Use Agreement*. This is available at <a href="www.HRLETF.org/evoc/">www.HRLETF.org/evoc/</a>. Completed and signed agreements may be scanned and emailed to the EVOC facility director.
- 8. Prior to using the facility, every non-government user that is authorized to use the EVOC must first agree to the conditions and provide a signed <u>EVOC Individual Release</u>, <u>Indemnity</u>, <u>and Assumption of Risk</u>
  <u>Agreement</u>. This includes compliance with all insurance requirements as stated in the agreement. This is available at <u>www.HRLETF.org/evoc/</u>. Completed agreements may be emailed to the EVOC facility director.
- 9. Any user that accesses the EVOC after hours of operation must first notify the Douglas County Sheriff's Office Dispatch Center at 303-660-7500.
- 10. Parking will be in designated parking area(s) only. No parking on any access road at any time.
- 11. Personal vehicles are not allowed on the EVOC training roadways or skill pads, unless specifically permitted by the user's Lead Instructor. Any personal vehicle permitted by the Lead Instructor shall not be used as a training vehicle, with exception of teen/senior driving training classes.
- 12. Speed limits on entry roads must be adhered to, along with safe driving practices.
- 13. The inner EVOC roadway that connects Pad A and Pad B is a required slow area, with a maximum speed limit of 35 MPH.
- 14. An adequate number of instructors must be present during any training.
- 15. No student shall drive on the EVOC, or participate in any training activity, without a driving instructor present.
- 16. On the EVOC section, once training begins, and during the entire duration of any training, <u>GATE 2</u> at the main entrance, must remain closed and locked to prevent accidents and injury.
- 17. On the TIM area, once training begins, and during the entire duration of any training, <u>GATES 3 & 4</u> must remain closed to prevent accidents and injury.
- 18. Once training begins, students, instructors, or visitors who arrive after the gate(s) is closed are not permitted to enter (even if in a marked vehicle) without approval of an instructor.
- 19. For everyone's safety, students and instructors shall not play music or use a vehicle AM/FM radio while training is in session, unless that use is directed by an instructor.
- 20. Only one agency is permitted to train on the EVOC at any one time. The singular agency using the EVOC is permitted to simultaneously use all paved parts of the facility (Outer Perimeter Roadway, Skill Pad-A,

- and Skill Pad-B) provided they have instructors present at all areas being used, who have phone or radio contact with each other, and who ensure there in no danger presented to each separate training area.
- 21. The TIM area and the EVOC can be used concurrently by different users, provided GATES 2, 3 & 4 are closed during training to prevent dangers to each of the two separate trainings.
- 22. Before beginning any training, and again after meal breaks, the Lead Instructor is responsible to ensure that the EVOC is checked to ensure no unexpected people or animals are present.
- 23. Noise is a significant concern to our neighbors. Every effort shall be made to prevent excessive noise. Open exhaust systems are prohibited. The primary maximum exhaust noise shall be a sound pressure level of 100dB "A" frequency weighted (dBA) measured on the fast response setting at 50 feet (+/- 2 feet) from the edge of the track pavement, and/or artificial markers indicating track edge.
- 24. The EVOC does not allow vehicles with excessively loud or altered exhaust systems unless specifically authorized by the EVOC facility director.
- 25. The use of external emergency vehicle lighting is fine, but, the use of external sirens, air horns, and other loud sound equipment is prohibited.
- 26. In the event of a crash during training, all training in the area will stop. Notify a driving instructor as soon as possible.
- 27. In the event of a vehicle crash, that results in any injury and/or facility property damage (other than traffic cones), the Lead Instructor shall notify the Douglas County Sheriff's Office, so a crash investigation/report can be completed. In an emergency dial 911; if a non-emergency, call 303-660-7500.
- 28. Notify the EVOC facility director in the case of any injury, property damage, or vehicle crash that occurs on site, however slight. This includes damage to roadway shoulders, fencing or grasses. The vehicle crash and property damage will be documented in a memorandum to include photographs and emailed to the Facility Director.
- 29. Vehicles damaged during TVI (PIT) training do not require a crash report or notification of the EVOC facility director, unless there is an injury to a person or damage to the facility. Follow your departmental policy for reporting requirements.
- 30. Users are responsible to ensure the safe condition of their vehicles used in training.
- 31. The EVOC does not provide training vehicles—those are the responsibility of the user agency.
- 32. Users must also provide their own agency-approved driving instructors.
- 33. Users <u>may not</u> permanently paint markings on the training roadway or skill pads. <u>Chalk, or roadway crayon</u> marking are permitted. Autocross events cannot mark road course with flour.
- 34. All areas and facilities are designated non-smoking.
- 35. No burning anywhere on site. If any a fire occurs, immediately call fire services, regardless of whether the agency/user was able to extinguish the fire.
- 36. The EVOC may not be used in any manner inconsistent with its designed and designated purposes.
- 37. There will be no possession of a firearm during any training scenario inside GATE #2 or on the TIM area. Those participating in any training scenario shall secure their firearms prior to any participating in such training. The Lead Instructor is responsible for ensuring compliance.
- 38. "Blue training guns" and or clearly marked non-functioning replicas are allowed in training scenarios.

#### 39. Simunitions<sup>©</sup>:

- a. Handguns or rifles that are designed or chambered to accept Simunitions<sup>©</sup> will be allowed for training at the EVOC. The Lead Instructor is required to establish safety protocols to ensure that there is no live ammunition or weapons that will fire live ammunition in the EVOC training area.
- b. A safety officer must be present at GATE # 2, the access point for the Simunitions<sup>©</sup> training exercise. GATE # 2 will remain closed during training.
- c. At a minimum one Simunitions<sup>©</sup> certified instructor is **required at all times** during the training, (HRLETF Shoot House Instructor Training or outside certification may be accepted).
- d. Personal protective equipment is **REQUIRED**.
- e. One-meter rule remains in effect, never engage a target that is within 1 meter of a teammate, or which is with 1 meter of your gun-target line.
- f. Simunitions<sup>©</sup> training is allowed everywhere on the EVOC and TIMs areas.
- g. All Simunitions<sup>©</sup> brass will be picked up at the end of training.
- h. All Simunitions<sup>©</sup> training will follow the Simunitions<sup>©</sup> training protocols.
- 40. All Instructors will be responsible for assuring that all firearms are managed in safe manner. This is not a firearms site and there will be no discharge of any firearm or use of any explosives or hazardous materials on this site. Weapons will not be left unattended or unsecured. *Remember*, we use inmate labor.
- 41. No student or cadet who is attending a Colorado P.O.S.T. Basic or Refresher Academy will be in personal possession of a firearm during any training while on the EVOC site.
- 42. Under no circumstances will anyone other than Colorado recognized law enforcement personnel be in possession of a firearm on the EVOC site. No firearms or live ammunition are allowed during training exercises. The Safety Officer is required to check every student to ensure that no live ammunition is present during training at the EVOC.
- 43. Loading or unloading of any firearm will only be done within the designated area.
- 44. Any discharge of a firearm whether intentional or unintentional will require a written report.
- 45. The use of this facility by anyone other than designated agencies/users must have prior approval of the EVOC facility director and have signed all necessary waivers.
- 46. Users shall not share gate or storage trailer codes with anyone not authorized to use the EVOC.
- 47. PIT or TVI training shall be performed on the four-lane EVOC perimeter roadway, or Skill Pad- A.
- 48. Use of the unimproved areas between designated training areas is strictly prohibited without approval.
- 49. Any person "on foot" shall be extremely aware of all activities and not place themselves in danger.
- 50. No equipment may be used by an individual if he/she has not been trained and authorized by their agency in the operation of that equipment.
- 51. Users may not alter the facility or do any plumbing, electrical, telecommunications, carpentry or mechanical work on any the part of the facility without prior written approval of EVOC facility director.
- 52. Absolutely no alcoholic beverages will be allowed on the facility, unless advance written approval is granted by the EVOC facility director or DCSO. Approval may be granted only after all facilities are closed and an authorized scheduled social event takes place.
- 53. No pets allowed on or adjacent to training areas and pets are discouraged in all other areas of this facility. Under no circumstances will pets be allowed off a leash without approval. This does not apply to "agency working dogs" under approval by the user agency.
- 54. There is no current user equipment storage or vehicle storage at the site. Revised 1/29/2024

- 55. Users may not, under any circumstances, sub-lease any part of the EVOC, equipment or materials owned by Douglas County or the HRLETF, without the prior written approval of the EVOC facility director.
- 56. All equipment and cones will also be returned to proper place after use. Cones shall be stored on the cone trailers. The cone trailers and cones may not be removed from the EVOC site.
- 57. Missing equipment or extensive clean up required by our staff may be charged to users over and above rental fees.
- 58. Remove all materials and trash from the training areas and place it in the appropriate containers when finished or at end of each day's use. There is a dumpster available near GATE 1.
- 59. Lead Instructor/Primary User Representative must ensure the EVOC is returned to a clean condition and ensure GATES 1 -4 are closed and locked upon leaving the facility.
- 60. The Highlands Ranch Law Enforcement Training Foundation management, their designee or DCSO will provide enforcement of these regulations.

I/We	(the "User") agree to follow the aforementioned EVOC Sa	fety
Plan and User Rules of the Douglas County	(the "User") agree to follow the aforementioned EVOC Sa Emergency Vehicle Operation Course (EVOC) located at 850	0
		and
TIME: to DATE:		
Executed this day of	_, 20	
	_PRINTED NAME:	
(Insert Name & Position of Signatory)		
Date:	_	
Agreement accepted by Douglas County:		
By:	Date:	