

POLICE RECRUIT TRAINING AGREEMENT

This Police Recruit Training Agreement (this "Agreement") is made and entered into this 2nd day of September, 2014, by and between the City of Lakewood, a municipal corporation of the State of Colorado, with offices at 445 South Allison Parkway, Lakewood, Colorado 80226 (hereinafter referred to as "Lakewood"), on behalf of the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (hereinafter referred to as "Academy"), and the City of Littleton, a municipal corporation of the State of Colorado, with offices at 2255 W. Berry Avenue, Littleton, Colorado (hereinafter referred to as "Littleton").

WITNESSETH:

WHEREAS, Lakewood and Jefferson County, Colorado conduct a joint training academy for the training of law enforcement officers; and

WHEREAS, Littleton is desirous of having three Littleton police recruits attend the Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution provides for agreements of this sort,

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration it is hereby agreed as follows by and between Lakewood and Littleton:

1. Purpose of Agreement. The purpose of this Agreement is to provide Littleton with training of its police recruit officers at the Academy.

2. Term of Agreement. This Agreement shall be in effect for six months from the date set forth above. The provisions relating to insurance and the covenant not to sue shall survive the termination of this Agreement.

3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Littleton police recruits in the areas required by the State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving, and arrest control.

4. Payment. Littleton shall pay the Academy, at the commencement of the recruit academy, \$4,500 per Littleton police recruit.

5. Termination. Either party upon written notice may terminate this Agreement.

6. Independent Contractor. Lakewood, Jefferson County, and Littleton are governmental entities. No officer or employee of one entity shall be considered an officer or employee of the other for any purpose, including worker's compensation and

any other benefit. The Littleton police recruits are Littleton employees and are not eligible for any salary or benefits from Lakewood or Jefferson County.

7. Insurance. Littleton shall continuously maintain Worker's Compensation coverage in accordance with the Worker's Compensation Act of the State of Colorado and employer's liability coverage of the standard worker's compensation policy. Littleton is responsible for any deductible losses under the policy or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to the Risk Management Division of the City of Lakewood must be provided at the time the parties execute this Agreement hereto unless both parties arrange otherwise.

Each party agrees to maintain general and auto liability, law enforcement liability, and public officials' liability insurance. Littleton agrees to provide a certificate of insurance to the City of Lakewood, Risk Management Division. Such certificate shall state that 30 days' notice of any cancellation of such insurance will be provided to Lakewood. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Littleton in connection with the training of its police recruits by the Academy as provided in this Agreement, covenants not to sue and agrees to release, waive, and discharge Lakewood and the County of Jefferson, their 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 police recruit while being trained at the Academy under this Agreement or thereafter, that are in any manner connected with any Littleton police 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 Littleton police recruit or the training of Littleton police recruits by Lakewood and Jefferson County. The parties hereto understand and 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, 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.

9. Integration. This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party that is not contained in this instrument 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.

10. Assignment. This Agreement shall inure to the benefit of and be binding upon Lakewood and Littleton, and shall not be assignable by either party.

11. 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 contract did not contain the particular part held to be invalid.

12. 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.

13. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representatives of Lakewood and Littleton.

Executed this 2nd day of July, 2013.

CITY OF LAKEWOOD

ATTEST:

Margy Greer, City Clerk

APPROVED AS TO LEGAL FORM:

Janet Young, Deputy City Attorney

Kevin Paletta, Chief of Police

CITY OF LITTLETON

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Phil Cernanec, Mayor