

**INTERGOVERNMENTAL AGREEMENT  
USE OF ARAPAHOE COUNTY DRIVING TRACK FACILITY**

This Intergovernmental Agreement with an effective date of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between the Arapahoe County Sheriff, on behalf of Arapahoe County, Colorado, (hereinafter collectively the "County") and the Littleton Police Department, (hereinafter the "User Agency").

**1. Purpose**

The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the User Agency shall be permitted to use the County's Driving Track Facility (the "Facility"), located at the Arapahoe County Fairgrounds and Regional Park at 25690 E. Quincy Ave., Aurora, CO, for training of personnel and related activities.

**2. Use of the Facility**

Permissible uses of the Facility by the User Agency shall include driving training for recruit and in-service personnel, both sworn and civilian, and driving training for volunteers, and such other uses as deemed appropriate by mutual written agreement of the Parties. No person shall be allowed to use the Facility unless such person has signed a release and hold harmless agreement on a form acceptable to the County.

**3. Authority**

The Parties are authorized to enter into this Agreement pursuant to Section 29-1-203, C.R.S. and Article XIV, Section 1812(2)(a) of the Colorado Constitution.

**4. Duration, Renewal and Termination**

This Agreement shall continue in full force and effect for an initial term of one year from the date of execution of this Agreement and will automatically be deemed renewed unless written notice of intent not to renew is provided by the non-renewing Party to the other Party no less than 60 days prior to the date of expiration of the initial term.

In addition to the non-renewal provisions as set forth herein, this Agreement may be terminated by either Party, with or without cause, upon 30 days notice to the other Party. Within 10 days following termination or non-renewal of this Agreement, the User Agency shall to return any and all property of Arapahoe County and of the Arapahoe County Sheriff's Office unless otherwise agreed in writing by the Parties.

**5. Use Fees and Other Charges**

The User Agency agrees to pay fees to the County for the use of the Facility pursuant to this Agreement in such amounts as may from time to time be established by the County and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of

property and/or loaned equipment at the Facility that is or may be damaged, destroyed or rendered inoperable as a result of the User Agency's use of the Facility. Use fees and other charges as provided herein shall be due and payable within 30 days of receipt by the User Agency of the County's written invoice itemizing said fees and charges.

## **6. Equipment Requirements**

Prior to use of the Facility pursuant to this Agreement, the County shall provide to the User Agency a specific written list of supplies and equipment that will be necessary for the User Agency's personnel to have to properly use the Facility. The User Agency shall obtain all listed equipment and supplies at its own cost prior to its use of the Facility.

## **7. Supervision and Control**

All driving instructors and support personnel must be supplied by the User Agency. The User Agency will be required to have a POST certified driving instructor present while driver training is being conducted. The User Agency is required to provide a list of its POST Certified Driving Instructors along with copies of their certifications. The User Agency Driving instructor(s) will ensure the appropriate use of the Facility. The Arapahoe County Sheriff's Office reserves the right, in its sole discretion, to immediately terminate any use of the Facility if it is determined that such use has resulted or may result in damage to the Facility or if such use otherwise presents a threat to the safety of persons or property.

## **8. Employment Status and Compensation/Relation of the Parties**

Each of the Parties shall provide required workers' compensation insurance, salary, benefits and appropriate equipment for their respective employees.

Except as otherwise provided by law the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees, agents, or subcontractors of the other Party.

## **9. Compliance with Applicable Laws**

The Parties to this Agreement shall comply with all applicable provisions of Local, State and Federal laws and regulations.

## **10. Hold Harmless**

To the extent allowed by law, the User Agency shall hold harmless the County, its elected and appointed officials, boards, officers, agents, employees and insurers from and against any and all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the use of the Facility or other

County facilities, if any such injury, loss or damage is caused in whole or in part by the act, omission, error, mistake, negligence or other fault of an officer, agent, or employee of the User Agency, anyone directly or indirectly employed by the User Agency, or anyone for whose acts the User Agency may be liable; provided, however, that User Agency is not is not obligated to hold harmless the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County or its elected or appointed officials, boards, officers, agents or employees. User Agency's obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to hold harmless which would otherwise exist as to any part or person described in this Section.

With respect to any and all claims against the County or any of its elected or appointed officials, boards, officers, employees or agents by any employee of the User Agency or anyone directly or indirectly employed by the User Agency, or anyone for whose acts the User Agency may be liable, the obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the User Agency under worker's compensation laws, disability benefits laws, or other employee benefit laws.

## **11. Insurance**

In addition to compliance with the provisions as set forth in Section 10 of this Agreement, the User Agency shall obtain and maintain, at its own expense, general liability insurance, and automobile liability insurance coverage in an amount and in such forms as necessary to protect the County, its officials, employees and agents and the User Agency against any and all claims arising from the User Agency's use of the Facility pursuant to this Agreement including, but not limited to, claims arising from the acts, omissions or negligence of its officers, employees, contractors, invitees or agents against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person or persons or other entities, including the County, occurring during such use. The minimum annual aggregate policy limit for insurance coverage obtained and maintained pursuant to this Section shall be \$2,000,000. All policies shall name Arapahoe County and the Arapahoe County Sheriff's Office as additional insured. All policy forms shall be subject to review and approval of the County. Prior to the effective date of this Agreement, the User Agency shall provide the County with certificates of insurance and such other documents as may be requested by the County in order to confirm the existence and adequacy of the insurance coverage specified herein. The User Agency shall notify the County no fewer than 10 days prior to cancellation or non-renewal of required coverage. The Parties understand and agree that the policy limits or other provision of insurance coverage obtained and maintained pursuant to this Section shall in no way limit the User Agency's obligations pursuant to this Agreement.

## **12. Entire Agreement**

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be

made only by a written instrument executed by authorized representatives of the Parties.

### **13. Severability**

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

### **14. Governing Law, Venue Enforcement**

This agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court in Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement.

### **15. Notices**

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

#### **County**

Arapahoe County Sheriff's Office  
13101 East Broncos Parkway  
Centennial, Colorado 80112

#### **User Agency**

Littleton Police Department  
2255 W. Berry Ave  
Littleton, Colorado 80120

### **16. Assignment**

Neither the County nor the User Agency shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

### **17. Governmental Immunity**

Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("CGIA") or otherwise available to the Parties for federal claims. If either the County or the User Agency waives the protection of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the protections afforded the other; to the extent that such waiver does result in a waiver of the protections afforded the non-waiving Party, the waiving Party shall, to the maximum extent allowed by law, indemnify and hold harmless the non-waiving Party.

**18. Filing**

Following execution of this Agreement, the Parties shall comply with all applicable laws concerning filing of this Agreement.

**Approvals**

**County**

**User Agency**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Determinations of Counsel**

This Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to \_\_\_\_\_(User Agency)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Counsel for \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
ARAPAHOE COUNTY, COLORADO

By: \_\_\_\_\_  
Nancy Doty  
Chair, Arapahoe County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk of the Board