

INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY DRIVING TRACK VEHICLE LOAN

THIS AGREEMENT is entered into as of the ____ day of _____ by and between the Board of County Commissioners of Arapahoe County (the "County") on behalf of the Arapahoe County Sheriff (the "ACSO") and the _____ acting on behalf of the _____ (hereinafter the "User Agency"), collectively the Parties.

WHEREAS, the County owns and operates the County Driving Track Facility, located at the Arapahoe County Fairgrounds and Park at 25690 E. Quincy Ave., Aurora, CO, for training and other related activities;

WHEREAS, through various Intergovernmental Agreements ("IGAs") the County and the ACSO permit other law enforcement agencies ("User Agency") to use the County's Driving Track Facility based on the terms, conditions and user fees set forth in the IGA. The Driving Track facility IGA provides that the User Agency shall obtain the required list of supplies and equipment that will be necessary for the User Agency to properly use the County's Driving Track Facility. The Driving Track Facility IGA further provides that the User Agency agrees to pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the County's Driving Track Facility that is or may be damaged, destroyed or rendered inoperable as a result of the User Agency's use of the County's Driving Track Facility;

WHEREAS, historically User Agencies have supplied their own vehicle(s) for training and use at the County's Driving Track Facility. However, _____ now desires to use one or more Tactical Vehicle Intervention ("TVI") Training Vehicles that are owned and maintained for training purposes by the ACSO, and ACSO desires to assist by entering into an agreement for the use of ACSO's TVI Training Vehicles; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 29-1-203, C.R.S. and Article XIV, Section 18(2) of the Colorado Constitution.

NOW, THEREFORE, the parties mutually agree as follows:

A. Purpose.

1. The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby User Agency shall be permitted to temporarily use one or more of ACSO's TVI Training Vehicles at the County's Driving Track Facility, for training of personnel and related activities.

B. Use of ACSO TVI Training Vehicles.

1. Permissible uses of ACSO TVI Training Vehicles shall include driving training for recruits and in-service personnel, both sworn and civilian, driving training for volunteers and such other uses as are deemed appropriate by mutual written agreement of the Parties.
2. Nothing in this Agreement shall eliminate the requirement that User Agency

enter into a separate IGA regarding use of the County's Driving Track Facility, or the requirement that any person using the County's Driving Track Facility execute the County's Release and Hold Harmless and Indemnification Agreement.

C. Duration, Renewal and Termination.

1. 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 for an additional two year period unless written notice of intent not to renew is provided by one Party to the other Party no less than thirty (30) days prior to the date of expiration of the initial term.
2. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days' notice to the other Party.

D. Use Fees and Other Charges.

1. User Agency agrees to pay the ACSO a daily use fee of ~~one hundred and twenty dollars~~ **two hundred and twenty-five dollars** (~~\$120~~) (**\$225**), per vehicle, **per day**, for each ACSO ~~TVI~~ **TVI** Training Vehicles borrowed or used by **User Agency** pursuant to this Agreement.
 - a. The daily use fee shall include the following:
 - i. **Fuel**;
 - ii. Routine maintenance (for example, oil changes, tire rotations, fluid replacement);
 - iii. Tire replacement;
 - iv. Minor repairs (including minor dents, scratches, or other minor damage to the exterior of the TVI Training Vehicle)
2. In addition to paying the established daily use fee, User Agency agrees to pay for any repair(s) (other than minor repairs and routine maintenance which are included in the daily use fee as described above) and/or replacement of any ACSO TVI Training Vehicle borrowed or used under this Agreement that is or may be damaged, destroyed or rendered inoperable as a result of User Agency's use of the TVI Training Vehicle(s). ACSO estimates that the replacement value of a TVI Training Vehicle is between ~~three~~ **five** thousand (~~\$3000~~) (**\$5,000**) and ~~six~~ **ten** thousand (~~\$6000~~) (**\$10,000**) dollars.
3. Use fees and other charges as provided herein shall be due and payable within thirty (30) days of receipt by User Agency of ACSO's written invoice itemizing said fees and charges.

E. Supervision, Additional Equipment and Control.

1. User Agency is required to have a POST certified driving instructor present while any ACSO TVI Training Vehicle is being used under this Agreement. The driving instructor(s) will ensure the appropriate use of any TVI Training Vehicle.
2. User Agency is responsible for providing any additional equipment, including any

safety equipment, necessary to safely operate a TVI Training Vehicle.

3. User Agency shall not use any TVI Training Vehicle at any location other than the County's Driving Track facility and shall not otherwise remove or drive any TVI Training Vehicle from the County's Driving Track Facility, absent written permission from the ACSO.
4. ACSO reserves the right, in its sole discretion, to immediately terminate any use of a TVI Training Vehicle if it is determined that such use has resulted in or may result in damage to the County Driving Track facility or if such use otherwise presents a threat to the safety of persons or property.

F. Employment Status and Relation of Parties.

1. Each of the Parties shall provide required workers' compensation insurance, salary, benefits and appropriate equipment for their respective employees.
2. Both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, 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.

G. Compliance with Applicable Laws.

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

H. Hold Harmless.

1. To the extent permitted by law, 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 ACSO's TVI Training Vehicle(s).

I. Insurance.

1. In addition to compliance with the provisions set forth in Section H of this Agreement, 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 User Agency against any and all claims arising from User Agency's use of ACSO TVI Training Vehicle(s) 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.

2. 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 Arapahoe County Sheriff's Office as additional insured. All policy forms shall be subject to review and approval by the County. Prior to the effective date of this Agreement, 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. User Agency shall notify the County no fewer than ten (10) days prior to cancellation or non-renewal of required coverage.
3. 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 User Agency's obligations pursuant to this Agreement.

J. Entire Agreement.

1. 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.

K. Governing Law and Venue.

1. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue of 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 interpretation of this Agreement.

L. Notices.

1. All notices, requests for payments, 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 Sheriffs Office
13101 E. Broncos Pkwy
Centennial, CO 80112

User Agency

M. Assignment.

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

N. Governmental Immunity.

1. Nothing in this Agreement shall be interpreted to waive the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, Sections 24-10-10 I, et seq., C.R.S., as amended from time to time ("CGIA") or otherwise available to the Parties for federal claims.

IN WITNESS WHEREOF, the parties to this agreement enter into this agreement on the date provided above:

Name:
Title:
Arapahoe County Sheriff
Per Resolution No. 24-_____

Name:
Title:
Agency: