

AGREEMENT

AGREEMENT made this _____ day of _____, 2016 by and between the Adams County Sheriff's Academy, PROVIDER, and Aims Community College, USER.

It is agreed by and between parties to this agreement that the provider shall provide and the user shall use driving/firearms/arrest control training facilities as follows:

1. All training pursuant to this agreement shall be conducted at the Adams County Sheriff's Office, FLATROCK Regional Training Center. During any and all training segments of the skills program (Emergency Vehicle Operations, Firearms and Arrest Control), and Tactical Casualty Care, First Aid/ CPR, the Director of the Adams County Sheriff's Academy shall have the right in his sole discretion and without limitation to dismiss any trainee in the program.
2. The provider shall provide instructors and necessary materials for the courses of training mentioned above. The user will provide weapons, holsters, magazine pouches, ammunition, and belt approved by the provider to be utilized in the firearms training course.
3. The training will be conducted on the dates and the times reflected in the schedule appended hereto as Appendix 1. Each party to this agreement shall designate a contact person for all communications pursuant to this agreement. The designated contact person for the Adams County Sheriff's Academy is Commander Paul Gregory 720-523-7502. The designated contact person for Aims Community College shall be Susan Beecher, 970-339-6313.

4. The provider shall have the sole and exclusive right to devise and conduct the training which shall be conducted by instructors approved by the Adams County Sheriff's Academy Director or his designee, and in accordance with Colorado Peace Officer Standards and Training (P.O.S.T.) standards and requirements.
5. The user shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under workmen's compensation, unemployment insurance, social security and income tax laws with respect to all user employees engaged in performance of this agreement. The user shall obtain and maintain liability insurance in the amount of at least one million (\$1,000,000.00) dollars with the provider as an additional insured.
6. To the extent allowed by law, user and all trainees, agents and employees shall indemnify and hold harmless Adams County and the Adams County Sheriff's Office and their agents and employees against all loss, liability, claims or actions resulting from user or trainee's participation in the training.
7. The fee for such training, including the costs of materials for the above described course shall be determined by the following calculations:

DRIVING:

30 Students	6:1 Ratio	44 Hours required by POST	
Lead Instructor	\$75./hr X 44 =		3,300.
Asst. Instructor	\$65./hr X 44 = 2860 X 4 Asst. =		11,440.
Track Rental	\$800.00 per day X 4 days (9 hr. days) =		3,200.
	(Skills Pad & Highway Course)		
Vehicles	30 Students X 8 veh.(4:1 ratio)		
	\$306.00 per day per vehicles X 4 days =		<u>9,792.</u>
TOTAL DRIVING EXPENSE =			\$27,732.

FIREARMS:

30 Students	4:1 Ratio	64 Hours required by POST	
Lead Instructor	\$75./hr X 64 X 2 classes		9,600.
Asst. Instructor	\$65./hr X 64 = 4160. X 2 classes		
	30 Students / 2 classes (4:1 ratio) =		
	3 AI per class = 6 AI		24,960.
Range Fees	\$250.00 per block X 29 blocks =		7,250.
Sims Lead Instructor	\$75.00/hr X 9X 2 instructors		1,350.
Sims Asst. Instructor	\$65.00/hr X 9X 11 instructors		6,435.
Sims Ammunition	150 rounds per student		2,295.
Sims Facility			1,000.
TOTAL RANGE EXPENSE =			\$52,890.

ARREST CONTROL:

30 Students	10:1 Ratio	62 Hours required by POST	
Lead Instructor	\$75./hr X 62 X 2 classes		9,300.
Asst. Instructor	\$65./hr X 62 = 4030.		
	30 Students / 2 classes (10:1 ratio) =		
	1 AI per class = 3 AI		12,090.
Facility Fee	\$200.00 per block X 31 blocks		6,200.
Arrest Control Text Books	\$45.00 X 30		1,350.
TOTAL ACT EXPENSE =			\$28,940.

TACTICAL CASUALTY CARE/FIRST AID CPR

30 Students	10: 1 Ratio	12 Hours required by POST	
Lead Instructor	\$75.00/ hr X 12		900.
Asst. Instructor	\$65.00/ hr X 12		
	30 students X 3 (10:1 ratio) =		2,340.
Facility Fee	\$200.00 per block X 3 blocks		600.
TOTAL TCC/FIRST AID EXPENSE=			\$3,840.

FICA/MEDICARE EXPENSE = **\$6,300.**

ACSO TRAINING GRAND TOTAL= **\$119,702.**

8. The fee in the amount of **\$119,702.00** is to be paid by the user to the provider not later than one week prior to the beginning of the course described above. This fee is for **30** students. If the number of students varies which would alter the student/instructor ratio, the fee will be adjusted accordingly. Additionally, if the student(s) fail to complete the training during the skills section the students will be responsible for instructor fees. This agreement becomes effective January 14, 2017 and the final class will be April 15, 2017.
9. The relationship of the parties is critical and personal. This agreement may not be assigned, sold or in any way transferred without the express written approval of the parties to this agreement.
10. This agreement may be terminated immediately for cause by either the provider or user. This agreement may be terminated without cause by either party upon the provision of 90 days written notice.
11. Each signatory to this agreement represents that he has sufficient authority to bind the organization which he/she represents.

Adams County, Colorado
4430 S. Adams County Parkway
Brighton, CO 80601

Aims Community College
P.O. Box 69
Greeley, CO 80632

BY: _____

BY: _____

TITLE: Chair, Board of County Commissioners

TITLE: _____

DATE: _____

DATE: _____