

# **AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SKILLS TRAINING BETWEEN ADAMS COUNTY AND AIMS COMMUNITY COLLEGE**

THIS AGREEMENT is made this 22<sup>nd</sup> day of November 2019 by and between Adams County, (hereinafter referred to as the "Provider") and Aims Community College, (hereinafter referred to as the "User"), collectively referred to as the "Parties."

WHEREAS,

The Provider operates a law enforcement academy which offers skills training in emergency vehicle operations, firearms use and arrest control tactics certified by the Colorado Peace Officer Standards and Training (P.O.S.T.) Board; and

The User offers a POST-approved Basic academy course; and

The Parties mutually seek to have the Provider teach the skills training in emergency vehicle operations, firearms and arrest control as required by P.O.S.T. to students enrolled in the User's Peace Officer Academy program.

The Parties agree 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), the Director of the Adams County Sheriff's Academy shall have the right to dismiss any trainee in the program based on the Director's sole discretion, without limitation.
2. The Provider shall supply instructors and necessary materials for the skills training specified above with the following exception. The User will provide weapons, holsters, magazine pouches, ballistic armor, ammunition, and duty belts as approved by the Provider to be utilized in the firearms training course.
3. The training will be conducted on the dates and at the times listed in the schedule appended hereto as Appendix 1.
4. The Provider shall have the sole and exclusive right to devise and conduct the skills training which shall be taught by instructors approved by the Adams County Sheriff's Academy Director or designee, and in accordance with Colorado POST requirements.
5. The User shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under worker's compensation, unemployment insurance, social security and income tax laws with aspect to all User employees or students engaged in performance of this agreement.
6. The User agrees to maintain insurance of the following types and amounts:

6.1 Commercial General Liability Insurance: to include contractual, broad form damage and personal injury.

6.1.1 Each Occurrence: \$1,000,000

6.1.2 General Aggregate: \$2,000,000

6.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

6.2.1 Bodily Injury/Property Damage: \$1,000,000

6.2.2 Personal Injury Protection: Per Colorado Statutes

6.3 The User's commercial general liability and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

6.3.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions of negligence of the User and/or its students participating in the skills training at FLATROCK.

6.3.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment or any premiums due or for any assessments under any form of any policy.

6.3.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the User.

6.4. Licensed Insurers: All insurers of the User must be licensed or approved to do business in the State of Colorado. Upon failure of the User to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the User in obtaining and/or maintaining any required insurance shall not relieve the User from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the User concerning indemnification.

6.5 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

6.6 Proof of Insurance: At any time during the term of this Agreement, the County may require the User to provide proof of the insurance coverage or policies required under this Agreement.

7. To the extent allowed by law, the 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 the User or the trainee's participation in the training.

8. The fee for such training, including the costs of materials for the above described course shall be determined by the following calculations:

**DRIVING (Full Time Academy):**

20 Students	6:1 Ratio	44 Hours required by POST	
Lead Instructor	\$75/ hr X 44 =		\$3,300
Asst. Instructor	\$65/hr X 44 = \$2,860 X 3 Asst.=		\$8,580
Track Rental	\$800.00 per day X 4 days (9 hr days) = (Skills Pad & Highway Course) 20 Students X 5 veh. (4:1 ratio) \$306.00 per day per vehicles X 5.5 days		\$3,200 <u>\$8,415</u>
<b>TOTAL DRIVING EXPENSE =</b>			<b>\$23,495</b>

**FIREARMS (Full Time Academy):**

20 Students	4:1 Ratio	72 Hours required by POST	
Lead Instructor	\$75/ hr X 72 X 2 classes		\$10,800
Asst. Instructor	\$65/hr X 72 = \$4,680 X 2 classes 20 Students / 2 classes (4:1 ratio) = 2 AI per class		<u>\$18,720</u>
Range Fees	\$200 per block X 32 blocks=		\$6,400
Sims Lead Instructor	\$75/ hr X 9 X 1 instructors		\$675
Sims Asst. Instructor	\$65/hr X 8 X 5 instructors		\$2,600
Sims Ammunition	150 rounds X \$0.60/round per student		\$1,800
Sims Facility			<u>\$1,000</u>
<b>TOTAL RANGE EXPENSE =</b>			<b>\$41,995</b>

**ARREST CONTROL (Full Time Academy):**

20 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 = \$4,030 20 Students / 2 classes (10:1 ratio) = 1 AI per class		<u>\$8,060</u>
Facility Fee	\$200.00 per block X 28 blocks		\$5,600
Arrest Control Text Books	\$45.00 X 20		<u>\$900</u>
<b>TOTAL ARREST CONTROL EXPENSE=</b>			<b>\$23,860</b>

<b>TOTAL LABOR COST</b>	<b>\$62,035</b>
<b>FICA (6.2%)/MEDICARE (1.45%) EXPENSE =</b>	<b>\$4,745.68</b>

**ACSO TRAINING GRAND TOTAL                      \$94,095.68**

9. The fee in the amount of **\$94,095.68** 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 20 students. If the number of students varies which would alter the student/instructor ratio, the fee will be adjusted accordingly. Additionally, if a student(s) fails to complete the training during the scheduled skills section and the User requests that the student complete remedial

training, the User will be responsible for the instructor fees for this remedial training as an additional charge.

10. Term of Agreement: This agreement becomes effective February 1, 2020 and the final class will be March 30, 2020.
11. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
12. 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.
13. 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.
14. Any notices given under this agreement are deemed to have been received and to be effective:
  - 14.1 Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
  - 14.2. Immediately upon hand delivery; or
  - 14.3 Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement.
  - 14.4. Any and all notices and communications shall be addressed to the contacts listed below:

Adams County:  
Commander Alex Kondos  
720-523-7502

Aims Community College  
Director Clifford Aims  
970-339-6313

15. Each signatory to this agreement represents that they have sufficient authority to bind the organization which he/she represents.

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

BY: \_\_\_\_\_

TITLE: Chair, Board of County Commissioners

DATE: \_\_\_\_\_

Dr. Leah L. Bornstein  
Aims Community College  
P.O. Box 69  
Greeley, CO 80632

BY:  \_\_\_\_\_

TITLE: CEO/President

DATE: 11.21.19

APPROVED AS TO FORM  
COUNTY ATTORNEY  
