



Mesa County
Whitewater Hill Regional Training Facility
115 32 Road
CDL Pad Use License and Assumption of Liability

THIS LICENSE is hereby issued by the County of Mesa, Colorado, hereinafter referred to as Licensors, and Grand Jet Fire Dept. hereinafter referred to as Licensee, on this 11 day of January, 2016.

Whereas Licensors owns and operates certain lands and facility known as Whitewater Hill Regional Training Facility (hereinafter also known as the "facility") for the general benefit and CDL training/testing for the residents of Mesa County; and

Whereas Licensee wishes the use of said land and facility to train and test for the purpose of certifying CDL drivers from time to time; and,

NOW THEREFORE in consideration of the mutual covenants, agreements and stipulations hereafter set forth, Licensors will permit the Licensee to have a license to use the facility under the following terms and conditions:

License Information

- Type of use: Driver Training
- Designated and authorized representative:
 Name: Chris McCoy
 Job Title: Training Officer
 Business Name: Grand Jet Fire Dept.
 Address: 1025 W. Ave.
 City/State: Grand Jet, CO 81501
 Phone: 970-549-5872
 Fax Number:
 Email: chrism@gjcity.org
- Purpose of this license is for conducting of the above mentioned Training.
- Term of License: From date of execution through December 31, 2020.
- Use Fees:
 PER HR. \$15.00 ½ DAY (4 HRS) \$45.00 FULL DAY (8HRS) \$80.00 WEEKLY (5 DAYS) \$350.00

Cancellation Policy: Any cancellation of a scheduled use must be completed prior to 24 hours of the intended use. Any cancellation within the 24 hour time period will be billed the full amount. All cancellations must be made with the Mesa County Facilities and Parks Department at wwhillcdtraining@mesacounty.us

Licensors grants to Licensee, the right and privilege for the term set forth above and for the purpose(s) stated above to use Licensors facility known as Whitewater Hill Regional Training Facility and upon that portion of the facility identified in Exhibit A subject to the terms and conditions specified below :

6.

RULES AND REGULATIONS

- FOR SCHEDULING USE , PLEASE EMAIL MESA COUNTY FACILITIES AND PARKS AT wwhillcdtraining@mesacounty.us
- ALL USERS MUST HAVE A VALID PERMIT IN THEIR POSSESSION WHILE TESTING/TRAINING.
- USE OF THIS FACILITY WITHOUT A VALID PERMIT WILL RESULT IN BANISHMENT OF USE OF THE FACILITY.
- ALL USERS MUST STAY WITHIN THE TRAINING/TESTING LOT DIVIDED BY THE YELLOW ROPE. NO TRAINING/ TESTING WILL BE ALLOWED ON THE EAST SIDE OF THE ROPE.
- ASPHALT OUTSIDE OF THE TRAINING/TESTING MARKED AREAS WILL NOT SUPPORT LARGE LOADED VEHICLES. NO LOADED SEMIS ARE ALLOWED.
- NO VEHICLES ALLOWED NEAR THE DRAG STRIP OR THE RETURN ROAD.
- NO PERMANENT STRIPING WILL BE ALLOWED. ANY APPROVED PAINT MARKING WILL NEED TO BE COORDINATED WITH MESA COUNTY 244-3232.
- ALL USERS MUST REMOVE ALL THEIR OWN TRASH.
- ALL SCHEDULED & PERMITTED USERS WILL BE GIVEN CODES TO ALL GATES. ALL GATES MUST BE LOCKED WHEN TRAINING IS COMPLETED. PLEASE CLOSE GATE WHILE TESTING IS BEING PERFORMED.
- PLEASE REPORT ANY HAZARDS OR VANDALISM TO MESA COUNTY FACILITIES & PARKS DEPARTMENT AT 244 -3232. AFTER HOURS AND WEEKENDS CALL 986-0008.

7. License Revocation

Licensors reserves the right to revoke this License at any time, with or without cause. Licensors will give Licensee thirty (30) days written notice when feasible. If Licensors revokes this License, Licensors will refund all of the fees paid to date for upcoming training.

8. Insurance Requirements

Training/Testing under this License shall not commence until Licensors receives from Licensee proof of insurance as required by Mesa County and as stated in the Attached Exhibit B Insurance Requirements (i.e. Commercial General Liability, Automotive Liability and Worker's Compensation). Any deviation from the described requirements must be discussed and approved in advance by Mesa County Risk Management.

9. Assumption of Risk and Waiver of Liability

Licensee acknowledges and assumes responsibility for its company, themselves, their agents, their guests, and their students against injury or mishap, and therefore indemnifies Mesa County for any liability thereof arising in any way from the use of the facility herein.

Licensee hereby waives any and all claims against Licensor for any damages arising out of or connected with Licensee's use of the facility. Licensee further shall hold harmless, indemnify, and defend Licensor, its employees, officers, officials, and agents against any claim asserted by Licensee, its agents, or by individuals, guests, or any third parties at the facility due to Licensee's use of the facility and who are claiming damages as the result of Licensee's use of the facility, or Licensee's negligence, or the actions of any agent of Licensee, or Licensee's guests, or users of the facility while Licensee has use of the facility. Licensee shall hold harmless, indemnify, and defend Licensor, its employees, officers, officials, and agents against any claims, demands, liabilities, damages, attorney's fees, and expenses of any kind or nature whatsoever, which Licensor may sustain or incur arising out of Licensee's use of said facility. Licensee understands and acknowledges that the Licensor will not provide insurance for the protection of Licensee's motor vehicles or property housed or brought onto the facility.

10. Venue

This License is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado.

11. Survival:

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this License and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this License shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this License.

12. County Not Partner or Joint Venturer

Nothing contained in this License shall be deemed to constitute Licensor and Licensee as partners or joint venturers with each other or with any other party. It is expressly understood Licensee is, and shall at all times, be considered and construed to be an independent contractor and in no way the employee or agent of County.

13. Modification of License:

Any modification of this License or additional obligation assumed by either party in connection with this License shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

14. Exhibits Attached:

The following exhibits are incorporated into this license by this reference.

- 1. Exhibit A – Site Plan
- 2. Exhibit B – Insurance Requirements
- 3. Exhibit C – Application Permit

THIS LICENSE IS ISSUED ON THE DATE SET FORTH ABOVE :

By: 
Greg Linza, Mesa County Facilities Director

LICENSEE ACCEPTS THIS LICENSE AND SHALL COMPLY WITH THE TERMS HEREOF:

For Grand Jct. Fire Dept.
(Company name)
By: Chris McCoy
(Authorized Agent to Sign for Company)
Address: 625 Wte Ave
City/State: Grand Jct CO 81501
Phone #: 970-549-5872
Date: 1-11-16

**EXHIBIT B
INSURANCE REQUIREMENTS**

1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.

2) The Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

3) All insurance policies required hereunder shall include a thirty (30) day notification of cancellation. In that the Contractor's Contract Administrator will be notified in writing, 30 days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4) No thing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

5) All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception.

6) The Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to Mesa County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the contractor is a resident).

B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7) The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, it's officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25 -S" form. Please refer to SAMPLE certificate.

8) Depending on the nature and scope of the services to be provided under this Professional Services Agreement, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an "X" are required of the Contractor by Mesa County as a condition of this Professional Services Agreement. The Contractor's initial, placed by the corresponding "X", shall acknowledge the Contractor's compliance in meeting the specific insurance requirement(s).

Your
Initial X

Commercial General Liability, "claims made" policy, with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition the Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

Revised 12/93



**EXHIBIT - A
WHITEWATER REGIONAL TRAINING FACILITY
CDL TRAINING/TESTING PAD**



CDL CORNER MARKING BOLLARDS

Mesa County Facilities and Parks

315 N Spruce Street
PO Box 20000-5024
Grand Junction, CO 81502

970-244-3230 phone
970-244-3240 fax
www.wwhillcdltraining@mesacounty.us

WW HILL REGIONAL TRAINING FACILITY 115 32 ROAD CDL PAD PERMIT

DATE: _____

USER GROUP: _____

CONTACT NAME: _____

CONTACT NUMBER: _____

DATES OF TESTING/TRAINING: _____

FEES: \$15.00 PER HOUR	\$45.00 PER 1/2 DAY (4 HOURS)
\$80.00 FULL DAY (8 HOURS)	\$350.00 WEEKLY (5 DAYS)

AMOUNT: _____

TYPE OF TRAINING: _____

TYPES OF VEHICLES TO BE USED: _____

PERMIT IS ONLY VALID FOR: _____

COMBINATION NUMBERS: _____ = 32 ROAD GATE _____ = ENTRANCE GATE

MESA COUNTY APPROVAL: _____
Print Name

Signature

Date