

**MEMORANDUM OF UNDERSTANDING
REGARDING DILLON POLICE DEPARTMENT AND
FRISCO POLICE DEPARTMENT JOINT USAGE AND PURCHASE OF A Lenco BEARCAT**

This Memorandum of Understanding (MOU), is entered into this _____ date of _____, 2024 by and between the Town of Dillon ("Dillon") and the Town of Frisco ("Frisco"), each a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Colorado Revised Statutes §§ 29-1-203 and 30-11-410 permit governments to enter into cooperative agreements for the provision of functions, services and facilities; and

WHEREAS, Dillon and Frisco have determined it is in their best interest to purchase a Lenco Bearcat (hereafter "All Hazards Vehicle" or "AHV") to be jointly used by the Dillon Police Department ("DPD") and Frisco Police Department ("FPD"); and

WHEREAS, the Town Councils of Dillon and Frisco have budgeted and appropriated funds to purchase the AHV and the Parties desire to set forth their respective responsibilities and obligations concerning the purchase, use, and costs of the AHV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Term.** This MOU is effective as of the above date and shall continue in full force and effect until terminated as provided herein.
2. **Acquisition.** Dillon will purchase the AHV identified in the purchase order attached hereto as **Exhibit A** and incorporated herein by reference. Frisco agrees to remit \$166,665.00 (\$33,333 per year/5years) to Dillon, 1st payment due 30 days from execution of this MOU, thereafter by January 30 for a term of 5 years.
3. **Ownership.** Dillon shall at all times retain ownership of and title to the AHV. Dillon will make the AHV available to Frisco in the manner and on the terms and conditions provided herein. Except as provided in Section 5 below, the Parties agree to bear the cost of loss or damage to the AHV jointly and to pay any expenses incurred in the operation and maintenance of that equipment jointly as provided herein.
4. **Storage.** The Parties will agree upon a storage location for the AHV and will provide access to the AHV to approved personnel upon request and approval from either Party's designees. The AHV may be used by either Party upon reasonable request and notice to the other Party.

5. **Use of AHV.** The Parties shall take due care in the operation, storage, and maintenance of the AHV. The AHV shall be used only for its intended purpose. The Parties shall permit the AHV to be used only by properly trained employees under adequate supervision.

The Party using the AHV shall retain command and control of the operation/usage of the AHV. Each Party shall be responsible, at its own cost and expense, for any damage and/or repairs to the AHV occurring while in possession of the other Party, except to the extent covered by insurance.

6. **Routine Maintenance.** Dillon will be responsible for routine repair and maintenance of the AHV, the costs of which will be split 50/50 with Frisco as provided in Paragraph 8 of this Agreement.

7. **Insurance.**

a. Dillon will purchase and maintain during the term of this MOU a comprehensive automobile insurance policy insurance, with minimum combined single limits for bodily injury and property damage of not less than \$5 million, with respect to the AHV. Dillon agrees to provide Frisco with a certificate of insurance naming Frisco, its officers and police department employees, as additional insureds.

b. Dillon and Frisco agree to split all costs of insurance, including loss deductibles, 50/50 as provided in Paragraph 8 of this Agreement.

c. Frisco agrees to cooperate with Dillon and its insurance company in providing information, testimony and evidence in connection with any claim or action resulting from the use of the AHV. Any award or money Dillon receives as a result of a claim or action will be split 50/50 with Frisco.

8. **Costs.** As often as once per quarter, Dillon shall send Frisco an invoice for the costs incurred by Dillon for insuring, repairing and maintaining the AHV in the prior quarter, including copies of invoices paid by Dillon. Frisco agrees to reimburse Dillon for one-half of Dillon's costs within 30 days of receipt of each invoice.

9. **Sale or Trade-in.** Any sale or trade in option of the AHV must be agreed upon in writing by Dillon and Frisco prior to any transaction.

10. **Use by Other Agencies.** Dillon or Frisco may make the AHV available for use for other agencies upon request and may charge a response fee to such agencies. All such fees shall be split 50/50 between Dillon and Frisco. At no time shall unauthorized persons operate the AHV.

11. **Disclaimer of Warranties.** Dillon will endeavor to provide the AHV in good working order and to inform Frisco of any information reasonably necessary for the proper operation of the AHV. The AHV, however, is provided "as is" with no representations or warranties, express or implied, including without limitation concerning its condition, merchantability, design, capacity, performance, material, workmanship, or fitness for any particular purpose. Dillon disclaims any liability whatsoever for loss, damage, or injury to Frisco as a result of any defects, latent or

otherwise, in the AHV. Dillon shall not be liable to Frisco for any loss, delay, or damage of any kind or character resulting from defects in or inefficiency of the AHV or accidental breakage thereof.

12. **Governmental Immunity.** Each Party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents, and employees in connection with their use of the AHV. By agreeing to this provision, neither Party waives or intends to waive the limitations on liability or any other provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

13. **Termination.**

a. This Agreement may be terminated by a Party upon thirty (30) days written notice in the event of a material breach of this Agreement by the other Party.

b. In the event the AHV is damaged beyond fifty (50) percent of its estimated value at the time or becomes obsolete due to technology changes or changes in applicable laws such that the AHV cannot reasonably be used, this Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

c. In the event of termination, the Parties shall enter into a termination agreement addressing the disposition of the AHV including any funds associated therewith, which the parties agree will be split 50/50.

14. **Appropriations.** No provision of this Agreement shall be construed or interpreted to directly or indirectly obligate any Party to make any payment in any year in excess of funds appropriated for such purpose in such year or as creating for any Party a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision. In the event of the failure of the Town of Frisco to appropriate funds sufficient to meet its obligations under this Agreement in any fiscal year subsequent to 2024, this Agreement shall terminate at the end of the last year for which such an appropriation has been made, and thereafter neither Party shall have any other or further obligations hereunder.

15. **Amendment.** This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the Parties.

16. **Severability.** Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement.

17. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of State of Colorado.

18. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to Dillon and Frisco, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person.

It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Town of Frisco, a Colorado municipal corporation,

By: _____

Fredrick J. Ihnken, Mayor

Town of Dillon, a Colorado municipal corporation,

By: _____

Carolyn Skowyra, Mayor



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

EXHIBIT A

SO Invoice 22602

Customer Code: DILCO

Invoice Date: 04/11/24

Lenco Tax ID #: 04-2719777

DUNS #: 051950293

Page #: 1 of 1

Bill To

Dillon Police Department
275 Lake Dillon Dr.
Dillon, CO 80435 USA

Ship To

Dillon Police Department
275 Lake Dillon Dr.
Dillon, CO 80435 USA

Payment Terms	Shipping Terms	Ship Via	Lenco Contact
Net 30 Days	FOB: Destination	Common Carrier	Jim Massery
PO Number/Contract (if applicable)	Sales Order Number	Stock Number	Vehicle ID Number
21050	200214	6765	1FDUF5HT3PDA17062

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4355			
Lenco BearCat	BC55003-BASE_	1	\$200,704.00	\$200,704.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Gray	LUSTERLESS_GRAY	1		
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$34,958.00	\$34,958.00
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$8,859.00	\$8,859.00
4-Door Configuration	BC4DR	1	\$7,858.00	\$7,858.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$152.00	\$1,216.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Heated Windshield Upgrade	BCHGW	1	\$2,153.00	\$2,153.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Color & Thermal Camera w/Controller, Front and Rear Monitors	BCTI	1	\$31,585.00	\$31,585.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$12,479.00	\$12,479.00
Gas Injector Unit	BCGIU	1	\$14,552.00	\$14,552.00
Gas Injector Storage Basket	BCGISB	1	\$1,295.00	\$1,295.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$4,068.00	\$4,068.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$1,404.00	\$2,808.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	1	\$1,257.00	\$1,257.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
5 Pack Mag Kit	BCMAGKIT	1	\$975.00	\$975.00
In Line Diesel Fuel Heater	BCDFH	1	\$750.00	\$750.00
Exterior Equipment Storage Compartment	BCSCOMP	1	\$3,020.00	\$3,020.00
Configuration Subtotal:				\$356,398.00
Custom Lenco BearCat	BEARCAT	1	\$356,398.00	\$356,398.00
Freight Out - Vehicles	FREIGHTOUT-VEHICLE	1	\$9,300.00	\$9,300.00
Net Total				\$365,698.00

Notes:

Originated as quote 22602A.

Thank you

Thank you for your order

Total Order Amount: \$365,698.00