Johnson County Mental Health and City of Overland Park

Co-Responder Program

Vehicle Use Agreement

Program: Overland Park Co-Responder Program

Host Agency: Overland Park Police Department

Vehicle Operator Name: _____

Operator's Agency: Johnson County Mental Health Center

The Overland Park Police Department agrees to make available a vehicle for the use of the above named operator in connection with assignment to the Co-Responder program identified above. The operator and the above named Operator's Agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation or Overland Park Police Department policy. Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the Overland Park Police Department to terminate the Agreement and prohibit further vehicle use.

2. The following restrictions govern appropriate use of the vehicle:

a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the program. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the program.

b. The operator is authorized to use the vehicle only during the operator's assignment to the program.

c. The operator shall meet the eligibility requirements and comply with applicable Overland Park vehicle policies – COP 226 Drivers of City Owned Vehicles and COP 248 Vehicle Idling Policy. The operator is also subject to Johnson County's Fleet Safety Manual guidelines and Human Resources Policy No. 404 pertaining to the use of vehicles for County business. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while under the

influence of drugs and/or alcohol and the unlawful use of texting while driving.

3. The operator and Operator's Agency shall be responsible for any and all parking tickets and traffic citations issued while being operated by the Johnson County Co-Responder. The operator shall report tickets and citations as soon as possible to their immediate supervisor. The operator/ shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.

4. The operator shall immediately notify the Overland Park Police Department of ANY accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in the Overland Park Police Department Police Directives.

5. To the extent permitted by law and subject to the provisions and limitations of the Kansas Tort Claims Act, the operator and Operator's Agency are responsible for any of their negligent or wrongful acts or omissions arising out of the their use of said vehicle, and release the City of Overland Park from any such liability and agree to defend and indemnify the City of Overland Park from any claims arising from such negligent or wrongful acts or omissions. In consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

a. At any time the operator or an employee of the Operator's Agency is operating any vehicle owned by the City of Overland Park, the Operator's Agency shall be responsible for any damage to the Administrative Vehicle and liability arising from the operation of the vehicle.

b. At any time an employee of the City of Overland Park is operating the vehicle, City of Overland Park shall be responsible for any damage to the vehicle and liability arising from the operation of the vehicle. Additionally, any liability arising from vehicle equipment maintenance and repair shall be the responsibility of City of Overland Park.

c. Operator's Agency and the City of Overland Park hereby agree to provide a copy of this fully executed Vehicle Use Agreement to their respective Commercial Automobile Liability primary and/or excess insurance carrier(s).

6. This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the Co-Responder program or

termination by written notice of one party to the other. This Agreement may be modified subsequently through written amendment of the parties.

By signature below, the parties agree to the terms and conditions of this Agreement.

OPERATOR: _____

Signature/Date

OPERATOR"S AGENCY: _____

Signature/Date

OVERLAND PARK POLICE DEPT: _____

Signature/Date