

## AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES ("Agreement") is between the CITY OF STEAMBOAT SPRINGS, COLORADO ("City"), whose address is Steamboat Springs Police Department, PO Box 775088, Steamboat Springs, Colorado and \_\_\_\_\_ A \_\_\_\_\_ (State of Formation) [ ] corporation [ ] limited liability company [ ] other form of business entity, whose address is \_\_\_\_\_ ("Services Recipient").

WHEREAS, the City has adopted policies and procedures permitting certain City police employees to provide services related to law enforcement, when they are otherwise off-duty, and subject to availability; and

WHEREAS, the Services Recipient wishes to utilize services of otherwise off-duty City police employees to render law enforcement services to Services Recipient as set forth in the "Request for Additional Law Enforcement Services" which is marked Exhibit "A" attached hereto and incorporated by reference herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Term. The term of this Agreement shall commence at \_\_\_\_\_ am/pm on \_\_\_\_\_, 2019 and end at \_\_\_\_\_ am/pm on \_\_\_\_\_, 2019. This Agreement may be terminated by either party upon 10 days' written notice to the other party; provided, however, that if this Agreement is terminated by Services Recipient less than 48 hours prior to the scheduled date for the performance of the requested law enforcement services, Services Recipient shall pay the City the applicable cancellation fees set forth in Section 6.
2. Assignment of Police employees. The City shall assign otherwise off-duty City police employees on an as-available basis for the purpose of performing additional law enforcement services requested by Services Recipient as described in Exhibit "A".
3. Provision of Services. The following shall apply to all services performed pursuant to this Agreement and to each police employee assigned by the City in connection with such services:
  - A. The police employee shall be responsible for the enforcement of City ordinances and other applicable laws, and activities related thereto.
  - B. The police employee's performance of services pursuant to this Agreement shall be deemed to be normal law enforcement functions undertaken in the regular course of the police employees assigned duties, and shall be deemed to be within the performance of the police employee's duties and the scope of the police employee's employment with the City.

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- C. The police employee shall be under the supervision and control of the City of Steamboat Springs or the City's designee ("Supervisor").
- D. Unless the Supervisor has approved the police employee for plain clothes work, the police employee shall wear the official uniform and badge of the Steamboat Springs Police Department and the badge shall be plainly visible.
- E. The police employee shall be responsible for completing the appropriate reports and forms necessary to conclude an incident, unless otherwise directed by the Supervisor.
- F. The police employee shall at all times follow the ordinances, rules, regulations, and policies of the City and the Steamboat Springs Police Department, and other applicable laws.
- G. The Supervisor may authorize the use of City equipment by the police employee when such use is determined by the Supervisor to be in the best interests of public safety and necessary to the assignment.
- H. The parties hereto understand and agree that the police employee is assigned on an as-available basis and is subject to immediate release from providing services under this Agreement if the Supervisor, in the Supervisor's sole discretion, determines that the release is necessary for other purposes of the City. If determined by the Supervisor to be practicable, the supervisor shall endeavor to notify the Services Recipient of the police employee's release. It is acknowledged by the Services Recipient that in the event a police employee is so released, the City shall have no obligation to provide replacement personnel, and that the City, its officers, its employees, and insurers shall have no liability whatsoever arising from or in any connected with such release, on the basis of any legal theory whatsoever. The Services Recipient, on behalf of itself, its owners and employees, hereby releases the City and its officers and employees, and insurers from and waives any and all liability, claims, and demands for damages of whatsoever nature, which arise out of such release, or are in any manner connected with such release and, in addition to any other indemnification/hold harmless obligations incurred under this Agreement, agrees to indemnify and hold harmless the City and its officers, employees, and insurers from and against any third-party liability, claims, and demands arising out of or in any way connected with any such release.
- I. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the City, its officers, or its employees.

4. Payment for Services. For each police employee who performs services pursuant to this Agreement, the Services Recipient shall pay to the City the following amount:

- A. \$34 per hour for each Community Service Officer.
- B. \$69 per hour for each Police Officer.

The cost of services provided by a police employee of less than a full hour shall be prorated based on the normal hourly rate provided above. Services Recipient is responsible for a two-hour minimum charge, but Services Recipient shall pay the City for each hour actually worked by the police employee pursuant to this Agreement. Services Recipient shall pay the City for all sums due under this agreement within 30 days of receipt of the City’s invoice for services. If not paid within such 30 day period, Services Recipient shall pay interest to the City on the unpaid balance at the rate of 18% per annum. If all sums due to the City under this Agreement are not paid in full within 30 days as required above, no further services shall be provided to the Services Recipient until all unpaid sums are paid. Services Recipient shall pay the City’s attorneys’ fees and court costs, if any, incurred in any action to enforcement the payment or indemnification terms of this Agreement.

5. Late Receipt of Agreement; Changes to Fee Schedule or Request for Services. The Police Department must receive this Agreement bearing Service Recipient’s signature no less than 30 days prior to the date of requested services. If this Agreement bearing Service Recipient’s signature is received by the Police Department less than 30 days prior to the requested services, the following fee schedule shall apply instead of the fee schedule described in Section 4:

- A. \$59 per hour for each Community Service Officer
- B. \$94 per hour for each Police Officer

6. Cancellation Fees. Services Recipient may cancel this Agreement without liability by providing the City not less than 48 hours’ notice prior to the time that the law enforcement services were to commence. If Services Recipient cancels this Agreement with less than 48 hours’ prior notice to the City, Services Recipient shall pay a cancellation fee to the City as follows:

Amount of Advance Notice of Cancellation Given to City	Cancellation Fee to Be Paid by Services Recipient
24-48 hours	2-hour charge for each police employee whose services were requested by Services Recipient
Less than 24 hours	100% of estimated charges for each police employee whose services were requested by Services Recipient

To avoid payment of the cancellation fee, any notice of cancellation provided by Services Recipient must be actually received by the City not less than 48 hours prior to the time that the law enforcement services were to commence either: (1) in writing as provided in Section 11; or (2) by telephone to 970-879-4344. If notification is by phone, the Service Recipient must speak with

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either the Operations Commander or the Executive Assistant to the Chief of Police; leaving a voice mail message is not acceptable. All cancellation fees due to the City under this section are payable immediately upon cancellation of the Agreement by Services Recipient.

7. Indemnification and Release. Services Recipient agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage of whatsoever nature, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the services to which this Agreement pertains. In addition, Services Recipient hereby expressly exempts and releases the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage to Services Recipient, its servants, employees, or agents, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, or property loss or damage, that Services Recipient, its servants, employees, or agents, may incur in connection with such services. The Services Recipient further agrees to secure and maintain, during the period of this Agreement, a policy or policies of insurance naming the City, its officers, and its employees, as additional insureds, which will protect the City, its officers, and its employees, from claims for injury, loss, or damage which may arise in connection with such services. Services Recipient further agrees to provide the City with a certificate of insurance evidencing such insurance and providing that coverage afforded under the policies shall not be cancelled or materially changed unless a thirty (30) day written notice has been given to the City. The certificate shall be filed with the Director of General Services of the City. The insurance shall provide coverage for the aforesaid liabilities in the minimum policy amount of \$1,000,000.00 per occurrence.
8. Failure to Furnish Services. The parties hereto understand and agree that the provision of services hereunder by the City is on an as-available basis as determined by the City in its sole discretion, and that the Services Recipient's sole remedy for failure to provide such services is the termination of this Agreement.
9. Police Employees Not Employees of Services Recipient. Nothing herein shall be deemed to make a police employee providing services under this Agreement an employee of the Services Recipient for any purpose.
10. Relationship of the Parties. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to any activities associated with this Agreement.
11. Assignment. This Agreement may not be assigned by either party.
12. Notices. Except as provided in Section 6, any notice required or permitted by this Agreement must be in writing and shall be deemed to have been sufficiently given for all purposes if sent by regular mail, postage and fees prepaid, addressed to the party to whom

such notice is to be given at the address set forth on the first page of this Agreement. Such notice shall be deemed to have been given when deposited in the United States mail.

13. Integration and Amendment. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. Oral amendments to this Agreement are not permitted.
14. Waiver of Breach. A waiver of any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
15. Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to its conflict of laws rules.
16. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the parties, their respective legal representatives, successors, heirs, and assigns, provided however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

RECIPIENT OF SERVICES:

Name of Services Recipient (Print): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF STEAMBOAT SPRINGS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Gary Suiter

Title: \_\_\_\_\_

City Manager

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**Exhibit "A"**

**REQUEST FOR ADDITIONAL LAW ENFORCEMENT SERVICES**

Today's date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Requested by: \_\_\_\_\_

Name and title of person with authority to make this request: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address for which services are requested: \_\_\_\_\_

Billing Address: \_\_\_\_\_

On Site contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date(s), Time(s), # of police employees requested:

<b>Date</b>	<b>Start Time</b>	<b>End Time</b>	<b># of Police Officers Needed</b>	<b># of Community Service Officers needed</b>

Special conditions/considerations (such as special equipment required and/or extraordinary hazards or safety conditions) which may be encountered:

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SIGNATURE OF REQUESTING PARTY/COMPANY:

Initials of Service Recipient \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initials of Service Recipient \_\_\_\_\_