

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT is between the Town of Timnath, Colorado (hereinafter referred to as "Town"), and _____, whose address is _____, (hereinafter referred to as "Services Recipient").

WHEREAS, the Town has adopted policies and procedures permitting certain Town police officers 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 Town police officers to render law enforcement services to Services Recipient as set forth in the "Request for Additional Law Enforcement Services" attached hereto and incorporated by reference herein;

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

- 1. Assignment of Officers.** The Town shall allow the assignment of otherwise off-duty Town police officers as set out in the "Request for Otherwise Off-Duty Officer", attached hereto and incorporated herein, on an as-available basis, for the purpose of performing services under this Agreement.

- 2. Provision of Services.** The following shall apply to all services performed pursuant to this Agreement and to each officer assigned by the Town in connection with such services:
 - a. The officer shall be responsible for the enforcement of Town ordinances and other applicable laws, and activities related thereto.
 - b. The officer's performance of services pursuant to this Agreement shall be deemed to be normal law enforcement functions undertaken in the regular course of the officer's assigned duties and shall be deemed to be within the performance of the officer's duties and the scope of the officer's employment with the Town.
 - c. The officer shall be under the supervision and control of the Town of Timnath or the Town's designee ("supervisor").
 - d. Unless the supervisor has approved the officer for plain clothes work, the officer shall wear the official uniform and badge of the Town Police Department and the badge shall be plainly visible.
 - e. The officer shall be responsible for completing the appropriate reports and forms necessary to conclude an incident, unless otherwise directed by the supervisor.
 - f. The officer shall at all times follow the ordinances, rules, regulations, and policies of the Town and the Town Police Department, and other applicable laws.

- g. The supervisor may authorize the use of Town equipment by the officer 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 officer 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 Town. If determined by the supervisor to be practicable, the supervisor shall endeavor to notify the Services Recipient of such release. It is acknowledged by the Services Recipient that in the event an officer is so released, the Town shall have no obligation to provide replacement personnel, and that the Town, its officers, and its employees shall have no liability arising from or are in any manner connected with such release, on the basis of any legal theory whatsoever. The Services Recipient, on behalf of itself, its officers, and its employees, hereby releases the Town and its officers and employees 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 Town and its officers and employees from and against any third-party liability, claims, and demands arising out of or in any way connected with any such release.
- 3. Payment for Services.** For each police officer assigned to Services Recipient, the Services Recipient will remit to the Town a sum equal to **\$80.00** to include the officer's overtime rate **per hour of assignment** and will cover the payment of the applicable rate of compensation to the officer, and the Town's additional costs, including but not limited to overtime compensation, payroll taxes, workers' compensation insurance, and other benefits and costs. If an officer with a supervisory role is requested or is the only officer available, the fee will be **\$100**.
- 4. Indemnification and Release.** Services Recipient agrees to indemnify and hold harmless the Town, 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 Town, 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 Town, its officers, and its employees, as additional insureds, which will protect the Town, its officers, and its employees, from claims for injury, loss, or damage which may arise in connection with such services. The Services Recipient further agrees to provide the Town 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 Town. The certificate shall be filed with the Town. The insurance shall provide coverage for the aforesaid injuries in the minimum policy amount of \$1,000,000 per occurrence.)

5. **Failure to Furnish Services.** The parties hereto understand and agree that the provision of services hereunder by the Town is on an as-available basis as determined by the Town in its sole discretion, and that the Services Recipient's sole remedy for failure to provide such services is the termination of this Agreement.
6. **Officers Not Employees of Services Recipient.** Nothing herein shall be deemed to make an officer participating hereunder an employee of the Services Recipient for any purpose.
7. **Term.** The term of this Agreement shall commence on _____, 202_ and end on _____, 202_. This Agreement may be terminated by either party upon 10 days written notice to the other.
8. **Assignment.** This Agreement shall not be assigned by either party.
9. **Notices.** Any notices required or permitted by this Agreement shall 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.
10. **Exhibits.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
11. **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.

12. 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 constructed as a waiver of any subsequent breach by either party.

13. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

14. 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 _____, 202_.

TOWN OF TIMNATH

By: _____

Title: _____

SERVICES RECIPIENT:

By: _____

Title: _____

REQUEST FOR ADDITIONAL LAW ENFORCEMENT SERVICES

Today's date: _____

Requesting Party/Company: _____

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

Address: _____

Phone number: _____

Date(s) for Service: _____

Hours for Service: _____

Number of officers: _____

Supervisor requested: Yes | No

Address for which services are requested: _____

Description of facilities and/or functions are which services are requested:

Special conditions/considerations (e.g. special equipment, extraordinary hazards or safety conditions, etc.) which may be encountered:

SIGNATURE OF REQUESTING PARTY/COMPANY:

By: _____

Title: _____

Date: _____