AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES FROM THE CITY OF ASPEN POLICE DEPARTMENT (RENT-A-COP)

THIS AGREEMENT is between the City of Aspen, 130 South Galena Street, Aspen, Colorado 81611 (hereinafter referred to as "City"), and _____
_____
whose address is _____
(hereinafter referred to as "Service Recipient").

WHEREAS, there is a dearth of security services available in the City of Aspen; and

WHEREAS, the City has adopted policies and procedures for the provision of short-term services related to law enforcement upon request, subject to the availability of patrol officers able and willing to perform overtime duties; and

WHEREAS, the Services Recipient wishes to utilize services of City 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 City shall allow the assignment of additional police officers as set out in the "Request for Additional Law Enforcement Services," 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 City in connection with such services:

a. The officer shall be responsible for the enforcement of City 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 City.

c. The officer shall be under the supervision and control of the City and the on duty shift supervisor.

d. Unless the supervisor has approved the officer for plain clothes work, the officer shall wear the official uniform and badge of the City 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 City Police Department, and other applicable laws. The assigned officer(s) will not be responsible for enforcing/implementing service recipient/establishment rules/policies during assignment.

g. The supervisor may authorize the use of City equipment by the officer when such use is determined by the supervisor to be in the best interest 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, or the assigned officer(s), 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 such release. It is acknowledged by the Services Recipient that in the event an officer is so released, the City shall have no obligation to provide replacement personnel, and that the City, its officers, and its employees shall have no liability arising from or in way connected with such release, on the basis of any theory whatsoever. The Services Recipient, on behalf of itself, the officer, and its employees hereby release the City 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 any third-party liability, claims, and demands arising out of or in any way connected with any such release.

i. Officers on assignment will be required to possess department issued patrol gear as well as communication devices to monitor radio traffic for the purpose of communicating inside the venue, monitoring possible emergent calls, and requesting further response from on duty personnel if needed.

3. Payment for Services For each police officer assigned to Service Recipient, the Services Recipient will remit to the City a sum of $95.00/hour/Officer minimum 4 hours). Said payment will cover the payment of the applicable rate of compensation to the officer, and the City's additional costs including by not limited to overtime compensation, payroll taxes, workers' compensation, insurance, and other benefits and costs.

4. Indemnifications 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, lost 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 Service 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.

5. 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.

6. Officers Not Employees of Service 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 and end on the dates and times indicated on the "Request for Additional Law Enforcement Services," attached hereto and incorporated herein. This Agreement may be terminated by either party upon two (2) days' written notice to the other.

8. Assignment This Agreement shall not be assigned by either party.

9. Notices Any notice 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 the 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.

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 construed 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 _____.

CITY OF ASPEN.

By: _____

Title: _____

SERVICES RECIPIENT

By: _____

From: _____

REQUEST FOR ADDITIONAL
LAW ENFORCEMENT SERVICES
(RENT-A-COP)

Today's Date: _____

Requesting Party or Company: _____

Name & Title of person with authority to make this request:

_____

Billing Address: _____

_____ Telephone: _____

Date(s) for which services are requested: _____

Hours for which services are requested: _____

Number of officers requested: _____

Address for which services are requested: _____

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

_____

_____

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

_____

_____

SIGNATURE OF REQUESTING PARTY/COMPANY

By: _____

Title: _____

Date: _____

<u>Payment Record</u>: One-half of expected total is required as down payment; balance will be billed after the event. Minimum 4 hours per officer

_____Hours @ $95.00/per hour/per officer = $_____ less down payment of <_____> (Check No. _____ /Cash _____ = _____BALANCE DUE
Balance paid … Date _____ Ck/Cash $_____Receipt No. _____