



AVON POLICE DEPARTMENT
AGREEMENT FOR EXTRA DUTY LAW ENFORCEMENT
WITH A NON-GOVERNMENTAL AGENCY

This Agreement for Extra Duty Law Enforcement ("Agreement") is entered into between the TOWN OF AVON, a Colorado home rule municipal corporation ("Town") and

_____ ("Purchaser").

1. OBLIGATIONS OF TOWN: The Town will assign an extra-duty police officer or officers in uniform to provide additional law enforcement on the premises of Purchaser for the event ("Event") as described in Paragraph 3 below. The sole responsibility of the police officer while so assigned shall be to enforce the laws of the local jurisdiction, statutes of the State of Colorado, and other applicable laws during the Event.

2. EVENT: Purchaser requests additional law enforcement for the following Event:

Event Name: _____ Date: _____

Location: _____ Start Time: _____

End Time: _____

Number of Officers Requested: _____ Number of Patrol Cars Requested: _____

Additional Requests: _____

On-Site Contact Person
And Cell Phone Number: _____

3. COMPENSATION: Purchaser will compensate the Town at the rate of \$62.00 per hour subject to a minimum of three (3) hours, totaling \$186.00 per work shift for a police officer, plus an 8% administration fee. Additionally, any time spent by the police officer processing the arrest, including report writing, will be paid by the Purchaser at the same rate. If a police vehicle is required, the business will compensate the Town at a rate of \$6.00 per hour with a minimum of three (3) hours use (\$18.00). The Town shall provide an invoice on a monthly basis. The Purchaser shall pay the invoice in full within thirty days (30) days of receipt. The outstanding balance of an invoice shall begin to accrue interest at the rate of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per annum, compounded annually) thirty (30) days after the invoice date and such interest to continue until the bill and all accrued interest are paid in full in accordance with Section 3.32.010 of the Avon Municipal Code.

4. EMERGENCY AVAILABILITY: The police officer shall, at all times while assigned as provided in Paragraph 1, be available to respond to any incident occurring off the premises which, the police officer determines in the police officer's sole discretion, to be an emergency. In the event of such an emergency response, the police officer shall promptly return to the premises of the Premises after cessation of the emergency.

5. TERM OF AGREEMENT: This Agreement shall remain in effect for the duration the Event and shall then terminate. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

6. **RELATIONSHIP OF OFFICER:** While assigned as provided in Paragraph 1, the police officer shall at all times remain an employee of the Town acting within the performance of his duties and the scope of his employment with the Town, and shall be under the sole supervision and control of his shift commander.
7. **INDEMNIFICATION:** The Purchaser on behalf of itself, its officers, employees and agents, hereby releases the Town and its officers, employees and agents from and waives any and all liability, claims, and demands for damages of whatsoever nature, including without limitation claims arising from bodily injury, personal injury, property loss or damage, which arise out of this Agreement, or are in any manner connected with this Agreement. Purchaser further agrees to indemnify, defend, and hold harmless the Town, its officers, its employees and agents for any uninsured or deductible costs, including without limitation the cost of any judgment or settlement and the costs of defense including attorney's fees incurred by the Town, its officers, employees and agents in connection with any claims of third parties against the Town, its officers, employees or agents which arise out of or are in any manner connected with this Agreement. The Town agrees that so long as this Agreement is in effect, it will maintain false arrest and general liability insurance.
8. **NO WAIVER OF GOVERNMENTAL IMMUNITY:** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
9. **INSURANCE:** Purchaser shall maintain general liability coverage providing bodily injury and property damage coverage with a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Purchaser shall cause Town to be named as an additional insured and shall provide Town with evidence, acceptable to Town that the required insurance is in full force and effect. Purchaser agrees to notify Town immediately upon any notice of cancellation of policy or change in the insurance that reduces coverage in any manner. The certificate(s) shall also stipulate that the insurance afforded the Purchaser shall be primary insurance for operations performed in whole or in part by or on behalf of the Purchaser and that any insurance carried by the Town, its officials, employees or agents shall be excess and not contributory insurance to that provided by the Purchaser for operations performed in whole or in part by or on behalf of the Purchaser.
10. **NO THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
11. **SEVERABILITY:** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

TOWN OF AVON

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

PURCHASER

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

Address: _____

Phone: _____

Email: _____