



AGREEMENT FOR EXTRA DUTY SERVICES

This Agreement is made and entered into by and between the CLEAR CREEK COUNTY SHERIFF'S OFFICE, ("CCSO") and (personal name) _____
(the "Organization" as defined below in section 2), known as and located at: _____

RECITALS

- A. The Organization desires to obtain certain extra-duty law enforcement services from the CCSO, as identified more specifically in Exhibit A, attached hereto and incorporated herein by this reference.
- B. The services requested hereby are additional services which CCSO is not otherwise required by law to provide.
- C. CCSO is prepared and willing to permit sworn personnel of the CCSO to provide the services requested by the Organization.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual covenants set forth herein, the CCSO and the Organization agree as follows:

1. Scope of Services.

- (a) Services. The CCSO agrees to permit sworn personnel of the CCSO to provide the services as set forth in Exhibit A (the "Services"). The Services shall be performed by volunteer extra-duty Sheriff's employees (each an "Officer").
- (b) During their performance of the Services, Officers will perform all law enforcement functions which occur during or arise from the Organization's request, including all levels of criminal investigation, warrants and warrant checks, and transport of arrestees, as applicable to the Services requested.
- (c) Term, Period of performance. This agreement shall be effective upon execution by both parties and shall terminate upon completion of the performance of the Services. The services shall be performed in accordance with the schedule indicated in Exhibit A.
- (d) Limitations. The Services and CCSO's obligations are subject to the following limitations:
 - i. CCSO shall have no obligation to provide the Services to the extent enough officers do not volunteer to perform the Services.
 - ii. During the time that they are providing Services to the Organization, Officers may be required to respond to emergency calls not related to the Services. CCSO shall have no further obligation to provide the Services during the time the officers are responding to such emergency calls.
 - iii. The CCSO does not, by reason of this agreement, assume any duty or responsibility to the Organization or any other person except as required by statute or specified in this Agreement.



2. **Payment.**

- (a) Payment for Services will be made by the Organization prior to the performance of the Services. Payment will be based upon the hours scheduled for the Services. The total amount of payment under this Agreement shall be in accordance with the Rates and Price section of Exhibit A, except that an additional, non-refundable administrative charge of \$50.00 is required when the application is submitted. If services rendered exceed the initial schedule, additional hours of service are required to be paid within the next four (4) County business days (Monday through Thursday). The Organization expressly agrees and understands that the reimbursement to the Sheriff's Office, if required shall be collected pursuant to applicable Colorado law. [Collections as permitted by Colorado Revised Statutes, sections 8-2-113(2)(c) and 8-4-105(1)(b)]
- (b) If the Organization cancels this Agreement less than 48 hours prior to the scheduled time identified in Exhibit A, the Organization shall remain responsible for the payment identified in Exhibit A.
- (c) Time spent responding to emergency calls unrelated to the Services shall not be payable under this Agreement. If on-duty officers are dispatched to the Organization for unforeseen emergency situations, routine patrol calls, or to provide traffic control, law enforcement or general support, the personnel will not be paid using funds under this Agreement.
- (d) Any over payment by the Organization will be credited or paid back in accordance with CCSO policy.
- (e) The party acknowledging and signing this Agreement is responsible for all payment and enforcement of the agreement regardless of if the "Organization" being an individual party, representing a formed entity, business, association, or other organization.

3. **Supervision and Responsibility.** Officers are always bound by CCSO policies, rules, regulations, and standards of conduct while performing services under this Agreement. Further, Officers are ultimately responsible to supervision by the CCSO, which shall take precedence over any request of the Organization or provision of this Agreement.

4. **Authorized Representatives.** Exhibit A shall identify an Organization Representative and CCSO Representative. Each party reserves the right to change its Authorized Representative by notice to the other party.

5. **Indemnification.** The Organization agrees to indemnify and hold the CCSO and its officials, officers, employees and agents harmless from and against any and all claims, damages, losses, demands for payment, injuries, costs and expenses (including attorney's fees) relating to or arising out of: (a) any act or omission of the Organization, its employees, agents or subcontractors in connection with this Agreement; or (b) any breach of a covenant, representation or warranty made by the Organization under this Agreement. This paragraph does not apply to governmental entities.

6. **Insurance.** If this paragraph is checked, the Organization shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of the performance of this Agreement. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B, attached hereto.

7. **Miscellaneous.**

- (a) **No Third-Party Beneficiaries.** The enforcement of this Agreement and all rights of action relating



to such enforcement shall be strictly reserved to CCSO and the Organization. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., et seq. as amended. It is the express intention of CCSO and the Organization that any such person or entity, other than the CCSO or the Organization, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- (b) Severability. Any provision of this Agreement which is prohibited or found to be unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (c) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement which require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.
- (d) No Waiver. This Agreement and its provisions may not be waived except in a writing signed by the party against whom enforcement is sought. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- (e) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the last date signed below (the "Effective Date").

THE ORGANIZATION:

By: _____

Name: _____

Title: _____

Date: _____

CLEAR CREEK COUNTY SHERIFF'S OFFICE

By: _____

Sheriff, Undersheriff, or Sheriff's Designee

Date: _____



EXHIBIT A: SCOPE OF SERVICES

Extra Duty Patrol Deputy / Officer

Location of performance of Services

Organization Name: _____

Address line 1: _____

Address line 2: _____

A. AUTHORIZED REPRESENTATIVES

Sheriff's Office Representative: _____

Organization Representative: _____

B. GENERAL: _____

C. FUNCTIONS: _____

D. ADDITIONAL EQUIPMENT: _____

E. SCHEDULE

Date: _____

Start Time: _____

End Time: _____

(Minimum 4 hours required.)

F. RATES AND PRICE

Hourly Rate per deputy: \$80.00

Hourly Rate per vehicle: \$20.00

Estimated Total Number of Duty Hours: _____

Non-Refundable Application Fee: \$50.00

Estimated Total Payment: \$_____

SHERIFFS OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Permit required? Yes / No

Approved? Yes / No

Notes: _____

Patrol Captain Signature: _____ Date: _____

Payment received: Date: _____ Via Credit Card (circle for yes) or enter Check# _____

Cancellation received Date/ Time: _____



EXHIBIT B: INSURANCE REQUIREMENTS

Clear Creek County must be added as an additional insured to general liability, auto liability, excess liability (*if required*), pollution liability (*if required*), and cyber liability (*if required*) policies.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

All policies as required shall provide a waiver of subrogation in favor of Clear Creek County.

a. Workers' Compensation and Employer's Liability. Unless the Organization is a sole proprietorship, it shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance. The Organization shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

c. Automobile Liability Insurance. The Organization shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

Subcontractors: Before permitting any of its subcontractors to perform any Services under this Contract, the Consultant shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its Services, which type and amounts shall be subject to the approval of the County, or (b) insure the activities of its subcontractors in its own policy.