

AGREEMENT FOR ADDITIONAL POLICE SERVICE

THIS AGREEMENT is entered into between the TOWN OF VAIL, a Municipal Corporation ("the Town") and I

("Business"):

1. Obligations of Town. The Town will assign to the Business, upon request and on an as-available basis, one or more extra-duty police officers or code enforcement officers (in uniform) or 911 dispatcher to provide additional police service on the premises of the business or event. If the town is unable to fulfill the positions requested, the Administrative Commander or his/her designee will notify the business 48 hours prior to the event. The sole responsibility of the police employee(s) while so assigned shall be to enforce the ordinances of the Town and statutes of the State of Colorado. The senior officer assigned to the Business shall maintain a time record in the form of Exhibit "A", which time record shall be completed by the senior officer, initialed by each assigned officer at the end of the shift and presented to the Department Secretary for billing.
2. Obligations of Business. Request for assignment of a police employee shall be made at least seventy-two (72) hours in advance. The Business may cancel the assignment of a police employee only on three (3) hours notice. In the event the police employee makes an arrest in connection with his/her assignment to the Business, the Business will sign a complaint and cooperate fully in the prosecution thereof.
3. Compensation. Larger events where four or more officers are required per event date a sergeant is needed for supervision. When six or more officers are required, a commander is needed for overall event safety along with a

sergeant to assist and manage police personnel. Vail Police Department will dictate to you when a commander and/or sergeant is required for your event. Business will compensate the Town at the following rates:

- \$110.00 per hour per police officer
- \$80.00 per hour per code enforcement officer
- \$80.00 per hour per 911 dispatcher
- \$135.00 per hour per sergeant/commander

The Business is responsible for a two-hour minimum; however, if the event scheduled is for three hours or longer, the Business is responsible for a three-hour minimum in the event the assignment is terminated earlier than three hours. In addition, should the event last longer than originally scheduled, or circumstances require the police employee to stay on site later than originally scheduled, the Business is responsible for such additional compensation. The Business shall pay such compensation within thirty (30) days of the billing date.

4. Emergency Availability. Any police employee shall, at all times while assigned as provided in Paragraph 1, be available to respond to any incident occurring off the premises which the employee determines, in his/her sole discretion, to be an emergency. In the event of such an emergency response, the police employee shall promptly return to the premises of the Business after cessation of the emergency.
5. Relationship of Employee. While assigned as provided in Paragraph 1, the police employee shall at all times remain an employee of the Town acting within the performance of his/her duties and the scope of his employment with the Town and shall be under the sole supervision and control of his/her shift commander.
6. Release of Liability – Insurance. The Business, 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, 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. The Business further agrees to indemnify, defend, and hold harmless the Town, its officers, and its employees 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, or its employees in connection with any claims of third parties against the Town, its officers, or its employees 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.

7. Terms of Agreement. This Agreement shall remain in effect until such time as either party, on ten (10) days notice, has terminated it.

TOWN OF VAIL	BUSINESS
BY:	BY:
DATE:	DATE: