

This Extra Duty Police Services Agreement (“Agreement”) is made by and between the City of Colorado Springs, a home rule city and Colorado municipal corporation, through the Colorado Springs Police Department (“CSPD”), and (“Customer”).

WHEREAS, the Colorado Springs Police Department's Extra Duty Program was formed to provide additional law enforcement services requested by private businesses, public agencies, and individuals; and, these Extra Duty services are paid for by Customer and generally represent some special law enforcement need that cannot be met through routine police service delivery; and, Customer wishes to hire CSPD Extra Duty Officers to provide Extra Duty Police Services;

NOW, THEREFORE, CSPD and Customer agree as follows:

Services to be provided by CSPD Extra Duty Officers: CSPD Extra Duty Officers shall render standard police services, within the framework of the law, to assist in maintaining order at Customer’s event(s). If the conduct of any person at the event(s) threatens a breach of the peace, or similar violation of the law, the officer may intervene to end the violation and, if necessary, make arrests.

CSPD Extra Duty Officers may be diverted from their Extra Duty Police Services assignments to respond to in-progress emergencies. The decision to divert Extra Duty Officers will be at the discretion of CSPD. CSPD assumes no liability for any damages or injuries incurred by Customer during an absence of CSPD Extra Duty Officers due to a response to an emergency situation as determined by the CSPD dispatcher.

Responsibility of Customer: Customer will provide all information requested in **the** EDS online request form. Customer will provide at least seven calendar days of notice to EDS for any event at which Customer wishes CSPD Extra Duty Officers to provide Extra Duty Police Services.

In the case of any arrest of a person at Customer’s event(s), Customer and Customer’s employees or agents may be asked to, and agree to, bear witness and/or sign complaints for any violations of law that they may have witnessed.

If an officer works an assignment designated as an overtime assignment, the assignment will be paid at 1.5x the officer's hourly rate. In some circumstances all positions requested for an extra duty assignment may not be filled. In the event a detail cannot be filled at the regular extra duty rate and the overtime rate is approved by CSPD, the contracted business account will be given the opportunity to cancel the assignment completely or fill the positions at the overtime rate. If the contracted business account agrees to move forward with the overtime rate, all officers working the assignment, even if they had previously signed up for the detail, will receive the overtime rate.

Any assignment (overtime and non-overtime) requiring five or more officers will require a supervisor. For any non-overtime supervisor assignments, the supervisor will be required to be a rank of a sergeant or lieutenant; this supervisor will be paid at the sergeant hourly rate. For overtime supervisor assignments, the supervisor will be required to be a rank of a sergeant or lieutenant; this supervisor will be paid at the sergeant overtime rate.

Customer further agrees to pay for an additional hour of service for all assignments that require a cruiser or an additional half hour for assignments without a cruiser. The additional time provides compensation for an officer to don and doff his/her protective vest and duty belt (protective equipment) and pick up a cruiser for those assignments that so specify a vehicle.

Initial requests for service must be placed to Extra Duty Solutions at <https://extradutysolutions.com/app/colorado-springs-extra-duty-detail-application/> Ongoing requests can be placed by phone, email, Customer Portal and online request form.

Notification of cancellations and time sensitive schedule revisions must be placed with the Extra Duty Solutions at 719-203-7608. Extra Duty Solutions is open twenty four hours per day, seven days per week. Minimum requirements for requesting service or giving notifications of a cancellation or schedule revisions are as follows:

- 1) Transitory detail - i.e., house move, funeral escorts, etc.
 - a. order –a minimum of two full business days advance notice

- b. cancel/revise - two full business days advance notice
- 2) Temporary detail - detail of less than four-week duration
 - a. order - one week advance notice
 - b. cancel/revise three full business days advance notice
- 3) Permanent detail - detail exceeding four-week duration
 - a. order - by the 10th of the month preceding the job
 - b. cancel/revise - four full weeks advance notice

Orders that do not meet these minimum notice requirements will be prioritized at the Extra Duty Solutions discretion. Cancellations that do not meet these minimums will be assessed a two-hour minimum fee for each officer committed to the job. For example, when canceling a "transitory detail" scheduled for 3:00 p.m. on a Monday, notification must be made by 3:00 p.m. the preceding Thursday to avoid the late penalty. Also, if an officer is cancelled less than 1 hour prior to start time there may be an additional hour of time charged.

The extra duty officers are paid by the Extra Duty Solutions -- not by the customer.

In the event the contracting customer is dissatisfied with an officer's performance or the officer failed to appear for an assignment, the contracting customer should notify the Extra Duty Solutions at 719-203-7608 immediately.

Governing Law; Jurisdiction: This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, and the Charter, City Code, Ordinances, and Rules and Regulations of the City of Colorado Springs. Court jurisdiction shall exclusively be in the El Paso County or El Paso County District Court for the Fourth Judicial District of Colorado.

Assignment: Customer may not assign this Agreement without the prior written approval of CSPD.

Indemnification: To the fullest extent permitted by law, Customer hereby releases and shall indemnify, defend, and hold harmless CSPD and the City, its officers, employees and agents, from and against any and all claims, costs (including but not limited to all fees and charges of attorneys and other professionals and all

court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature to the extent caused by Customer's breach of any of its responsibilities under this Agreement, Customer's violation or alleged violation of any federal, state, or local law, or the willful misconduct or negligent, reckless or tortious acts or omissions of Customer or anyone for whose acts Customer may be liable in the performance of its obligations under this Agreement.

Compliance with Laws: Customer warrants and agrees that it shall comply with all federal, state, and local employment laws including, but not limited to, the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, and the Family Medical Leave Act of 1993.

Special Relationship: Customer acknowledges and agrees that there is no special relationship established between CSPD and Customer. This Agreement does not create or require any special duty or obligation for CSPD or CSPD Extra Duty Officers that is not required by law. **Term:** The term of this Agreement is for the 2022 calendar year and will end at 11:59 p.m. on December 31, 2022.

Termination: CSPD may terminate the Extra Duty Police Services Program as a whole or this individual Agreement at its convenience for any lawful reason, including, but not limited to, an inability to provide adequate staffing for any event. Since this program is voluntary, filling extra duty requests is contingent on availability of extra duty officers. Upon termination, CSPD will refund to Customer any advance payment of funds for services that have not yet been provided to Customer by CSPD.

Appropriation of Funds: In accord with the City Charter, performance of CSPD's obligations under this Agreement is expressly subject to appropriation of funds by the City Council. In the event that funds are not appropriated in whole or in part sufficient for performance of CSPD's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then CSPD may terminate this Agreement with no further compensation to Customer.

Entire Agreement: This Agreement contains the entire agreement between CSPD and Customer and it supersedes all prior written or oral agreements. This

Agreement may not be modified, except in a writing signed by both CSPD and also Customer.