CONTRACT FOR THE OFF-DUTY ASSIGNMENT OF POLICE PERSONNEL

THIS CONTRACT is made and entered into this _____day of _____, 2026, by and between the City of Loveland, a Colorado home rule municipality, whose principal business address is 500 E. Third Street, Loveland, CO 80537 ("**City**"), and, _____, whose principal business address is _____ ("**Requestor**").

Statement of Purpose. The purpose of this Contract is to identify the terms and conditions for the Loveland Police Department to provide off-duty police personnel to the Requestor at the Requestor's venue in order to perform law enforcement services.

For and in consideration of the mutual covenants and agreements herein contained, City and Requestor agree as follows:

1. Services. The City shall permit off-duty police to provide law enforcement services to Requestor upon request and upon approval of the Chief of Police or his or her designee. The City will, upon receipt of a timely request, make best efforts to post notice of the Requestor's police needs in the City's Police Department to provide an opportunity for officers and employees to volunteer for such duties. **The City shall have no obligation to provide law enforcement services to Requestor**. Upon approval, and in the event a sufficient number of officers volunteer for such duties, the City will provide the personnel as requested.

2. Term. The Term of this Contract shall be from the date first written above until _____ unless extended by written agreement of the parties or terminated pursuant to this Contract. The specific dates, times, locations, and number of off-duty officers Requestor seeks for service are hereby incorporated in **Exhibit A**.

3. Authority of Off-Duty Officers. Off-duty officers and police supervisors shall be authorized to enforce the law to the full extent of their lawful authority. They shall not be authorized to enforce the rules of Requestor's establishment or any other venue. They shall not be authorized to enforce the rules of Requestor's management or personnel.

4. Supervising Officer Requirement. When more than four officers provide services at the same time, an off-duty sergeant or an off-duty officer acting in a supervisory capacity, may be assigned and shall have supervisory control over the law enforcement services. The Chief of Police, in his sole discretion or that of his or her designee, may require the assignment of supervisors when fewer than four officers are assigned depending on the size or nature of the event.

5. Police Vehicles and Fee. If the services to be provided include traffic control, a marked police vehicle with emergency equipment shall be stationed with each officer at each traffic point controlled by police personnel providing services under this Contract. If Requestor desires, or if the City determines that a police vehicle is required for the safe provision of services to the Requestor, there shall be a $10.00 hourly charge per police vehicle, paid by the Requestor in addition to the costs outlined in Paragraph six (6) of this Agreement.

6. Pay Rates and Modifications. The hourly compensation for each level of police personnel shall be within the following hourly range (plus an additional $10.00 per hour administrative fee) depending upon the current base rate of pay for the participating officer or sergeant:

a. Hourly Personnel Rates.

- Police Officer/Corporal $65.00 - $90.00
- Police Sergeant $85.00 - $110.00
- Incident Command (if necessary) $110.00 - $130.00

b. Minimum Charge and Cancellation Charge. Requestor agrees to pay a two-hour minimum charge per officer for each request regardless of the number of hours requested. Requestor agrees to a final cost quote within the range referenced above without knowing the precise cost at the time of execution of this Agreement. Requestor agrees to pay a two-hour minimum charge per officer for each request in the event the Requestor cancels or changes the request without providing 24-hour notice of such change or cancelation.

7. Workers Compensation. All personnel provided by the City to the Requestor shall be covered by the City's Workers Compensation plan.

8. Payment. The City will invoice the Requestor for services rendered at a frequency determined by the City. The Requestor shall pay the invoices in full within thirty (30) days of receipt. In the event an invoice is not paid within thirty (30) days, interest will accrue at the rate of 12% per annum on the unpaid balance. In the event that the City is required to initiate any action for collection of any past due invoices, the Requestor shall pay the City for all costs of collection including reasonable attorney's fees incurred.

9. Emergency Recall. The Requestor agrees and acknowledges that any personnel rendering services pursuant to this Contract are subject at any time to emergency recall by the Chief of Police or his or her designee. Such emergency recall shall not constitute a breach of this Contract.

10. Indemnification. The Requestor covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from (a) any act or omission of any City employee, officer, supervisor, or manager provided to the Requestor by the City pursuant to this Contract; (b) any act or omission of the Requestor, its employees, or anyone under the Requestor's direction or control relating to this Contract; and (c) from any claim relating to the underlying event or venue where the services are provided pursuant to this Contract.

11. Insurance - General Liability Insurance. Unless specifically waived in writing by the Special Operations Lieutenant, Requestor shall maintain general liability insurance providing bodily injury and property damage coverage with a limit of at least $1,000,000 per occurrence and $2,000,000 aggregate. Requestor shall cause City to be named as an additional insured and shall provide City with evidence, acceptable to City, that the required insurance is in full force and effect. Requestor stipulates that the said insurance shall be primary for operations conducted pursuant to this Contract or on behalf of the Requestor and that any insurance carried by the City, its officials, employees, or agents shall be excess and not contributory insurance to that provided by the Requestor for operations conducted pursuant to this Contract or on behalf of the Requestor. Requestor agrees to notify City immediately upon any notice of cancellation of policy or change in the insurance that reduces coverage in any matter.

12. Termination.

    a. Without Cause. Either party may terminate this Contract without cause by giving written notice of termination to the non-terminating party specifying the effective date of termination but at three days (3) calendar days prior to the effective date of termination. In the event of such termination, Requestor shall be liable to the City for services performed as of the effective date of termination.

    b. For Cause. If, through any cause, Requestor fails to fulfill its obligations under this Contract in a timely and proper manner, violates any provision of this Contract or violates any applicable law, the City shall have the right to terminate this Contract for cause immediately upon written notice of termination to Requestor. In the event of such termination by the City, Requestor shall be liable to the City for services performed as of the effective date of termination. Notwithstanding the above, Requestor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Contract.

13. Governing Law and Venue; Recovery of Costs. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in Larimer County, Colorado. The parties submit to the jurisdiction of the state courts within Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Contract, except that related to Payment as described in paragraph 8, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.

14. Assignment. Requestor shall not assign this Contract without the City's prior written consent.

15. Survival Clause. Upon discharge, satisfaction, expiration, or termination of this Contract, Paragraph 10 of this Contract shall survive in full force and effect.

16. Entire Agreement. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, shall not be modified or amended except by written agreement of the parties.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract.

18. Headings. Paragraph headings used in this Contract are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Contract.

19. Notices. Written notices required under this Contract and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, or when sent via email:

If to the City:	If to Requestor:
Police Administration Loveland Police Department 810 E. 10th Street Loveland, CO 80537 police@cityofloveland.org	_____ _____ _____ _____ _____

20. Counterparts. This Contract may be executed in counterparts, each of which may be deemed an original but all of which constitute one and the same instrument. Additionally, a copy of an executed original Contract signed by a party hereto and transmitted by facsimile or electronic mail shall be deemed an original, and any party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

21. Authorization. By signature below, the undersigned acknowledge that this contract has been read, the conditions set forth above agreed upon and that the undersigned has authority to enter into this contract on behalf of the party indicated.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

CITY OF LOVELAND, COLORADO
A municipal corporation

_____
Lieutenant

APPROVED AS TO FORM:

_____
Assistant City Attorney

ATTEST:

_____
Deputy / Assistant City Clerk

REQUESTOR:

_____
Signature

_____
Printed Name

_____
Title

_____
Email address

_____
Phone number

1 Original to City Clerk
1 Copy to Requestor

EXHIBIT A

Brief description of the event and what the officers will be asked to do:

Date	Arrival/Departure Times	# Officers	Location

Additional information:

If different from above, please list the event start/end times:

If different from above, please list main event location: