2026 Extra Duty Agreement
Parties and Contact Information

Customer: _____

Contact: _____

Contact Email Address: _____

Can the invoice be sent by email? _____ If so, to which email address? _____

_____

Phone Number: _____ Fax Number: _____

Business Address: _____

_____

Billing Address: _____

_____

For the El Paso County Sheriff's Office:

Extra Duty Program
27 East Vermijo Avenue
Colorado Springs, CO 80903

Email: ElPasoCO@ExtraDutySolutions.com
Phone: 719-377-9727
Fax: 203-306-3140

El Paso County Sheriff's Office
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Procedures

The parties (the "Customer", below, and the El Paso County Sheriff's Office), agree to the following terms:

Term, modification, and termination. The term of this Agreement shall be from _____ (date) to 12/31/2026. If the duration of this agreement extends beyond December 31 of the calendar year in which it is signed, performance by the El Paso County Sheriff's Office is subject to appropriation of funds by the Board of County Commissioners and the availability of deputies for the Extra Duty Program. Modifications to this Agreement shall be in writing, signed by both parties, and shall become attached to this Agreement and incorporated therein.

Any need for modification should be communicated to the contacts for the parties listed above. Either party may terminate this agreement by providing the other party with written notice. Upon termination, the Customer shall only be responsible for payment of the extra duty deputy's accumulated hours.

The El Paso County Sheriff's Office Extra Duty Program was formed to provide additional law enforcement services requested by private businesses, public agencies, and individuals. Extra Duty services are paid for by the contracting entity and generally represent some special law enforcement needs, which cannot be met through routine service delivery.

All requests should be made through Extra Duty Solutions by emailing ElPasoCo@ExtraDutySolutions.com. The Extra Duty Supervisor shall determine if the request is appropriate and consistent with the El Paso County Sheriff's Office Policies and Procedures. **Since this program is voluntary, filling Extra Duty requests is contingent upon the availability of Extra Duty deputies.**

The rate of pay for an Extra Duty deputy is established by the Undersheriff. There is a two-hour minimum charge for each deputy and each job. Additional time shall be measured to the nearest quarter hour. All invoices shall be processed through Extra Duty Solutions. Extra Duty deputies are paid by the El Paso County Sheriff's Office and not by the Customer. Under no circumstances will any deputy directly accept any form of payment or reimbursement for their services. Invoices are generated weekly, and payment is due upon receipt of billing. Occasionally, however, a prepayment or deposit may be required. The Customer will be notified in advance of this requirement.

Minimum requirements for requesting service or giving notification of a cancellation or schedule revision are listed below. **All cancellations which do not meet the criteria will be assessed a two-hour minimum charge.**

- All Extra Duty positions have a two (2) hour minimum
- Request for Coverage – Two (2) full business days advance notice
- Cancel/Revise Coverage – One (1) full business day advance notice

The Customer agrees to hourly billing for the services provided by Extra Duty deputies, at the rates specified below.

The deputies' primary responsibilities are to protect life and property, to keep the peace, and to enforce local, state, and federal laws. Deputies working extra duty are subject to El Paso County Sheriff's Office

policies, procedures, and chain of command. Any need for corrective action for Extra Duty deputies will be initiated by the Sheriff's Office.

Equipment. The El Paso County Sheriff's Office will supply all necessary law enforcement equipment for its deputies.

Governmental entity. The parties acknowledge that El Paso County and the El Paso County Sheriff's Office are governmental entities and, as such, are subject to the provisions of the Colorado Governmental Immunity Act (CGIA). Nothing in this agreement shall be construed to waive any protections that El Paso County and/or the El Paso County Sheriff's Office have under the CGIA. Any provision of this Agreement, whether or not incorporated by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the County to the CGIA.

Insurance. The El Paso County Sheriff's Office, through El Paso County, shall maintain its own liability insurance for the actions of its deputies when they function as peace officers, and shall maintain its own worker's compensation insurance. The Customer shall properly insure its own premises and/or activities. Nothing in this agreement shall be construed as requiring El Paso County or the El Paso County Sheriff's Office to indemnify the Customer for any action or omission causing injury, the basis for which is solely in the Customer's control.

Independent contractor. The parties agree they stand in an independent-contractor relationship. Nothing in this Agreement shall be construed to create an employer-employee relationship, or other master-servant relationship, statutory or otherwise, between the parties. The El Paso County Sheriff's Office retains control over all Deputy Sheriffs assigned to an Extra Duty job.

Records. All records generated by Extra Duty deputies in the performance of their roles as peace officers shall be and remain the property of the El Paso County Sheriff's Office and shall be subject to the Colorado Criminal Justice Records Act (CCJRA) and/or the Colorado Open Records Act (CORA). Any records generated by the Customer pursuant to this Agreement, which are not tied to a law enforcement or other Sheriff's Office function, shall remain the property of the Customer. To the extent the Customer generates a record pursuant to this Agreement for which a copy must be given to the Sheriff's Office, and which the Customer desires not to be subject to the disclosure provisions of CCJRA and/or CORA, the Customer shall mark each page of such record clearly with the word "CONFIDENTIAL" in all-capital letters. The Customer agrees to defend, indemnify, and hold harmless El Paso County, the El Paso County Sheriff's Office, and its officers, members, employees, volunteers, boards, agents, and assigns from all liability resulting from any litigation or administrative claim to challenge the withholding of such record under CCJRA and/or CORA. Such liability shall include, but not be limited to, court or administrative costs and attorney fees.

No third-party beneficiaries. This Agreement shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action, or other proceeding against either the Customer, El Paso County, or the El Paso County Sheriff's Office because of any breach hereof or because of any terms, covenants, agreements, or conditions contained herein.

Severability. To the extent this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of

any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

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Statement of Work and Rates

The nature of the Extra Duty assignment and/or the services requested by the Customer are as follows:

Date of event: _____

Type of event: _____

Anticipated number of attendees: _____

Deputy start time: _____ Deputy end time: _____

Address of event: _____

Event Point of Contact Name and Telephone #: _____

Deputy(ies) Requested: ☐ # of FIXED ☐ # of PATROL

Number of Marked Patrol Car(s): _____

Specific duties requested: _____

_____

The following items, as indicated, apply to this contract:

__X__ El Paso County Sheriff's Office Procedures
____ Prepayment Required: $_____

Payment Rates include the option to pay incentive rates to encourage deputy participation in the Extra Duty program.

- ☐ Standard Rate $60.00/Hour Fixed Position (not requiring patrol car)
- ☐ Incentive Rate $87.00/Hour Fixed Position (not requiring patrol car)

- ☐ Standard Rate $67.00/Hour *Patrol Position (marked patrol car required)
- ☐ Incentive Rate $94.00/Hour *Patrol Position (marked patrol car required)

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*Customer agrees to pay for an additional (1) hour of service for all assignments which require a patrol car (per patrol car) over the two-hour minimum. This time allows for the deputy to pick up and drop off, clean, and refuel the patrol car.

Please note: Extra Duty jobs which request five (5) or more deputies are required to have a Sergeant on site. This position will be in **ADDITION** to the number of deputies requested and billed as a sixth (6) position. The additional Sergeant position will apply per every five (5) deputies requested.

These rates are subject to change with a 30-day notice.

I have read the terms of this Extra Duty Agreement, and I shall abide by its terms.

CUSTOMER:

_____ Date: _____
Signature

_____
Title

EL PASO COUNTY SHERIFF'S OFFICE:

_____ Date: _____
Signature

_____
Rank or Title