

AGREEMENT FOR SPECIAL POLICE SERVICES

THIS AGREEMENT is entered into between the City of Lincoln Police Department (a department of the City of Lincoln, Illinois), 710 5th Street, Lincoln, Illinois, 62656, hereafter known as the "City",

And:

Name of Contact and Group Name

Address:

hereafter known as Client.

WITNESSETH

WHEREAS, Client and City each desire to enter into this Agreement for Special Police Services ("Agreement") for their mutual benefit; and

WHEREAS, Client recognizes that City's police force is primarily employed by City and each party to this Agreement recognizes that the employment of police officers imposes unusual restraints and responsibilities on the parties.

NOW THEREFORE, in consideration of these promises and the mutual considerations and promises hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. SERVICES TO BE PROVIDED

1.1 City agrees to provide Client with police/law enforcement services that are in addition to those services generally provided to the public.

1.2 The police/law enforcement services shall be provided as follows:

Date(s) of Service

Beginning Date: _____ Ending Date: _____

Hours to Be Worked

From: _____ A.M./P.M.. To: _____ A.M./P.M.

Total Hours: _____

Requested Personnel/Equipment:

Number of Uniformed Officers: _____

Number of Non-Uniformed Officers: _____

Marked Squad Car(s) Requested:

Yes No

If yes, number of squad cars: _____

Location of Services:

Type of Services to Be Provided:

2. FEES/PAYMENT

- 2.1 The charge for hiring a police officer shall be \$47.00 per hour, per officer (includes squad car if requested). City shall receive a minimum of two (2) hours pay for each officer assigned.
- 2.2 Client shall pay City within thirty (30) days from the date of the billing invoice. Invoices not paid within thirty (30) days from the date of the billing shall be subject to a 1.5% monthly finance charge.
- 2.3 City shall be solely responsible for paying the police officer(s) through its payroll and for making all customary deductions and withholdings.

3. OBLIGATIONS OF CITY

- 3.1 City (including its police officers) is an independent contractor. Neither City nor its police officers will be employees, agents, partners, or joint ventures of the Client. The police officers will use their own knowledge, skill, and experience in the performance of their services, and they will not be supervised by the Client. City's police officers, who are assigned to Client's property, shall be considered "on duty" and subject to the direction and control of City.
- 3.2 City's police officers shall perform the duties assigned in a professional manner within the highest standards of the profession.
- 3.3 City's police officers shall comply with all laws, ordinances, codes, rules, regulations and licensing requirements, whether federal, state, or local.
- 3.4 City shall indemnify and hold Client harmless for all claims, suits, costs, debts, liens, damages, judgements, penalties, fees, and liabilities arising out of the intentionally tortuous, wrongful, or criminal acts of its police officers.

4. OBLIGATIONS OF THE CLIENT

4.1 Client shall indemnify and hold City harmless from all claims, suits, costs, debts, liens, damages, judgments, penalties, fees, and liabilities arising out of the negligent acts of the police.

5. CANCELLATION

5.1 City and Client acknowledge that, on occasion, a particular date or time where special police services have been contracted, a City police officer may be unable to provide the service due to personnel shortage, emergency situations or exigent circumstances. City agrees to notify Client, whenever possible, in advance within a reasonable period of time, should such a situation arise. City shall not bill Client for any hours of services that are not provided.

5.2 Client may cancel this Agreement with at least seventy-two (72) hours advance notice. If Client fails to provide timely notice of cancellation, then Client shall pay City for the agreed-upon services.

6. MISCELLANEOUS TERMS

6.1 Notices.

Any notices required by this Agreement shall (a) be made in writing and be given by hand delivery, fax, e-mail, or certified mail, return receipt requested, with adequate postage prepaid; and (b) be deemed given when hand delivered, faxed, e-mailed, or, if mailed, five (5) days after mailing or when the certified mail receipt for such mail is executed, whichever is earlier (regardless of whether the certified mail receipt indicates actual delivery or failure of delivery). For purposes of this Agreement, notices shall be served on the parties at the addresses, faxes, and/or e-mail addresses provided below.

6.2 Entire Agreement; Modification.

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

6.3 Non-Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

6.4 Non-Assignable.

This agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

6.5 Applicable Law.

This Agreement shall be construed, interpreted and applied in accordance with the law of the State of Illinois

6.6 Valid Document.

A duly signed copy of this Agreement transmitted by fax or e-mail shall be construed as valid and enforceable as an original document.

6.7 Survival.

The following Sections, as applicable, shall survive the expiration or termination of this Agreement: 3.4, 4.1 and 6.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

Client

Telephone No.: ____ - ____ - _____

E-Mail: _____

City

CITY OF LINCOLN ILLINOIS

POLICE DEPARTMENT

710 5th Street

Lincoln, Illinois 62656

Telephone No.: (217)732-2151

Email: admin@lincoln.il.gov

By: _____(signature)
Its authorized agent

By: _____(signature)
Chief of Police/Designee

By: _____(print name)

By: _____(print name)

Date: _____

Date: _____