



Chief of Police
Brian A. Cioffi

Town of Chilmark
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To: The Honorable Board of Selectmen
From: Chief B. Cioffi
Subject: Police Academy Applicant Kris Borgendale
Date: October 26, 2010

To Whom It May Concern:

This letter is intended to formally request that Kris Borgendale be added to the meeting agenda for Tuesday, November 2, 2010. Kris has worked as a seasonal part-time employee with the department for the past 3 summers. Kris has been accepted to the Plymouth Regional Police Academy scheduled to begin November 15, and would like to ask for permission to be sponsored by the town. The town would not be responsible for paying any financial expenses associated with this academy or any loss incurred.

Respectfully submitted,

Chief Brian Cioffi

WAIVER AND RELEASE
(Sponsorship for Police Training Academy)

Agreement between Kris D. Borgendale, of Chilmark, MA (The Candidate) and the Town of Chilmark Massachusetts (The Town).

WHEREAS, the Candidate is interested in pursuing a full-time career in Law Enforcement and desires to attend a recruit training program (the "Police Academy") offered by the Massachusetts Police Training Council (the "Council") in order to enhance his/her education and skills in law enforcement and to improve his/her employment prospects; and

WHEREAS, the Candidate is currently serving as a part-time police officer with the Town; and

WHEREAS, the Candidate will not be able to attend the Police Academy unless he/she is sponsored by the Town; and

WHEREAS, the Town is willing to sponsor the Candidate for the Police Academy on the condition that the Town will not be liable for or subject to any costs, expenses, liabilities claims, demands, or actions whatsoever arising out of or in connection with Candidate's enrollment in the Police Academy.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Town and the Candidate agree as follows:

1. The Town will, at the request of the Candidate and subject to this Agreement, sponsor the Candidate for enrollment in the next available Council approved Police Academy.
2. The Candidate acknowledges and agrees that his/her enrollment at the Police Academy, including all activities arising out of or connected therewith (herein collectively referred to as "Training") is (I) solely at his/her request; (II) voluntary in all respects; (III) not assigned, ordered, or required by the Town; (IV) not required by or within the scope of his/her duties or employment as a part-time police officer; and (V) undertaken during his/her own time and not considered to be work or hours of work for purposes of federal or state wage laws and regulations.
3. In the event the Candidate becomes injured or sick during or as a result of Training, he/she waives and agrees not to file or pursue against the Town or the Council any claims or demands for (I) compensation or salary/wage continuation benefits, whether based on the common law or statutes, including but not limited to G.L. c. 41, § 111 F, G.L. c. 52, and G.L. c. 32, § 85H, (II) any and all medically related costs and expenses, and (III) any and all death benefits.

4. The Candidate acknowledges and agrees that he/she is not entitled to receive any wages or other compensation whatsoever from the Town for the time spent during Training, and the Candidate waives and agrees not to file or pursue against the Town any claims or demands for such wages or compensation or for reimbursement of expenses.

5. The Candidate warrants, represents and certifies that (I) he/she has and will maintain in full force and effect medical insurance coverage, in an amount satisfactory to the Town, to cover medically related costs and expenses incurred by the Candidate as a result of the Training; and (II) he/she has and will maintain in full force and effect long-term disability insurance coverage to protect the Candidate in the event he/she is disabled as a result of the Training. The Candidate shall provide certificates of such insurance to the Town and to the Council upon their regulations.

6. The Candidate acknowledges that the Training is physically demanding and he/she assumes all risks of harm and damage associated therewith.

7. The Candidate agrees to hold harmless and indemnify the Town from all loss, cost, and expense (including but not limited to, attorneys fees), claims, demands, damages, actions and liability whatsoever arising out of or in connection with the Training or his/her breach of or noncompliance with this Agreement.

8. The terms Town and Council as used herein shall include their respective officials, officers, servants, and employees.

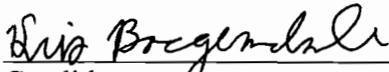
9. The Candidate intends that this Agreement shall also be binding upon his/her heirs, successors and assigns.

EXECUTED as a sealed instrument this ___ day of _____, 20__.

Town of Chilmark



Chief of Police, Brian A. Cioffi



Candidate, Kris D. Borgendale

COMMONWEALTH OF MASSACHUSETTS

_____ SS. DATE: _____

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed before me,

Notary Public
My Commission Expires: _____