

SIMPSONVILLE POLICE DEPARTMENT
Extra-Duty Employment Agreement

Requesting Entity: _____

Event: _____

Location of Event: _____

Number of Officers Requested: _____ Date(s) From: _____ To: _____

Time(s): _____

Duties to be Performed (General and Specific): _____

Entity's Authorized Representative: _____
Printed name

Street Address: _____

City, State, Zip: _____

Phone Number: _____ Mobile Number: _____

This Agreement made and entered into the day and year hereinafter set forth by and between the Simpsonville Police Department and the aforementioned Requesting Entity.

Whereas, the Requesting Entity and the City of Simpsonville Police Department desire to enter into an agreement whereby the City of Simpsonville Police Department shall supply uniformed off-duty Police Officers for the Event on the date(s) and time(s) indicated above at the request of the Requesting Entity; and,

Whereas, the purpose of this Agreement is to define the scope and responsibilities of the parties hereto;

Now, therefore, in consideration of the conditions and promises contained herein, the City of Simpsonville Police Department and the Requesting Entity hereby agree as follows:

(1) **Assignment of Police Officers.** It is agreed and understood that the Simpsonville Police Department shall assign the number of requested uniformed off-duty Police Officers to Requesting Party to provide security for the Event at the designated location for the dates and times indicated above.

(2) **Primary Responsibility.** It is agreed and understood that the Simpsonville Police Department is the employer of the Police Officers and extra-duty work hours must be scheduled in a manner that does not conflict or interfere with the officer's performance of his/her duty as a Police Officer. It is further agreed and understood that Police Officers are subject to call-back in cases of emergency and may, therefore, be required to leave his/her extra-duty assignment.

(3) **Authority and Jurisdiction.** Any City of Simpsonville Police Officer working under this Agreement retains, at all times hereunder, all law enforcement authority and jurisdiction for the purpose of investigation, arrest, or any other law enforcement activity. Likewise, such Officers may wear uniforms identifying them as

City of Simpsonville Police Officers and use weapons or other law enforcement equipment while performing such extra-duty employment.

(4) **Supervision; Policies and Procedures.** The Requesting Entity understands and agrees that a Police Officer working at the above location will be under the supervision of the City of Simpsonville Police Department. In the event a law enforcement action becomes necessary (such as an arrest) then, in that event, the Police Officer shall conduct himself/herself in the same manner as if the Police Officer were on-duty with the Simpsonville Police Department. In the event that a law enforcement action occurs, City of Simpsonville Police Officer working under this Agreement shall be subject to the lawful orders and commands of the Department Supervisor on the scene of such extra-duty employment. In the absence of an on-scene Department Supervisor, Officers will be under the supervision of the on-duty Shift Supervisor. Police Officers working extra-duty employment shall be responsible at all times for acting within the policies and procedures of the Police Department, including, but not limited to, those policies pertaining to Secondary Employment.

(5) **Compensation and Benefits.** The Requesting Entity agrees to pay to the City of Simpsonville \$35.00 per hour for each officer requested. Police Officers so assigned may use City of Simpsonville law Enforcement Equipment.

(6) **Insurance.** It is agreed and understood that the City of Simpsonville shall be responsible for maintaining all existing insurance coverage, including liability and worker's compensation insurance coverage, on Police Officers employed under this Agreement.

(7) **Modification.** This Agreement shall not be modified, amended, or changed in any manner except upon the express written consent of the parties hereto, unless approved by the Chief of Police

(8) **Cancellation.** The Requesting Entity may cancel the event security at no charge within (48) hours of the event security start time. If the Requesting Entity cancels the event security between (48) hours and (12) hours prior to the event security start time, the Requesting Entity may be billed (2) hours per officer at the discretion of the Chief of Police. If the Requesting Entity cancels the event security less than (12) hours before the event security is to begin, the Requesting Entity will be billed for a minimum of two (2) hours per officer. To cancel event security call 864-967-9536 and notify the dispatcher of the event name and reason of cancelation.

(9) **Termination.** Subject to the terms of Paragraph 8 above, this Agreement may be terminated by either party at any time.

In witness whereof, the parties have caused this agreement to be signed:

<u>Requesting Entity</u>	<u>Simpsonville Police Department</u>
Entity Name: _____	
By: _____ Signature	By: _____ Chief of Police
Printed Name: _____	
Title: _____	Date: _____
Date: _____	