

# Burlington Police Department-Extra Duty Employment-Terms of Agreement

The Burlington Police Department recognizes that making police officers available to Employing Entity (private employers), for security purposes provides an additional level of crime prevention, a reduction in calls for service, and relationship development with the community that is mutually beneficial to all participants. For this reason, Extra Duty Employment was established.

THIS EXTRA DUTY EMPLOYMENT AGREEMENT made and entered into on \_\_\_\_\_ (date) by and between \_\_\_\_\_,

hereafter "Employing Entity," and the CITY OF BURLINGTON, hereinafter designated as the "City."

Note that "Employing Entity" must be an actual legal entity that is capable of entering into an agreement.

## WITNESSETH:

WHEREAS, the City and the Employing Entity recognize that making police officers available to private employers for security purposes provides an additional level of crime prevention, a reduction in calls for service, and relationship development that is mutually beneficial to all participants;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, by and between the parties hereto, it is mutually agreed as follows:

The City of Burlington agrees to use its best efforts to facilitate Employing Entity's request for staffing. Employing Entity acknowledges that the City is unable to guarantee staffing. However, the City represents to Employing Entity that it is generally able to honor requests for staffing that are received at least ten business days in advance.

This document outlines the responsibilities of the employers and the expectations of the Burlington Police Department. Employing Entity must agree to the conditions set forth in this agreement prior to hiring Burlington Police Officers.

### 1. Prohibited Activities.

Employing Entity agrees that it will not engage City's police officers in any of the following activities:

- a. Extra Duty employment that would: reflect negatively or unfavorably upon the Burlington Police Department or the officer; impair the operational efficiency of the Burlington Police Department; or adversely affect the Burlington Police Department;
- b. Extra Duty employment that presents a real, potential, or apparent conflict of interest between the officer's duties as a Burlington Police Department employee and their duties for the Employing Entity;
- c. Extra Duty employment at topless bars, x-rated video or bookstores, adult entertainment establishments or any other establishments: that sell merchandise of a sexual or pornographic nature as the primary source of revenue; that otherwise provide entertainments or services of a sexual nature;
- d. Extra Duty employment requiring officers to serve: as a process server; bail bondsman; property re-possessor; bill collector; or any other employment in which police authority might tend to be used to collect money or merchandise for private or commercial purposes;

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- e. Officers are prohibited from acting as private protective service providers as described in NCGS 74C-3. (Includes but is not limited to: Private detective or private investigator, armored car profession, detection of deception examiner, security guard, electronic countermeasures profession, etc.)
- f. Extra Duty employment that would require the protection of management, employees, or property during a strike or labor dispute;
- g. Extra Duty employment that would require an officer to travel outside of the corporate limits of City unless previously approved by the Commanding Officer of the Community Relations Division
- h. Extra Duty employment that requires officers to enforce policies and procedures that are not violations of law;
- i. Extra Duty employment requiring officers to regulate entry into any facility or venue;
- j. Extra Duty employment requiring officers to check identification and/or entry tickets, operate metal detectors, or perform searches of people coming into a business or event;
- k. Extra Duty employment requiring officers to initiate or otherwise authorize the towing of any vehicle from private property unless that vehicle is perceived to be stolen;
- l. Extra Duty employment requiring officers to perform any tasks/duties during the officer's regular duty hours;
- m. Extra Duty employment requiring officers to perform any non-law enforcement related duties;
- n. Extra Duty employment requiring officers to serve alcoholic beverages; or
- o. Extra Duty employment requiring officers to conduct traffic direction so as to inhibit or alter the normal flow of traffic on a public street for the purpose of facilitating traffic flow into or out of private parking lots or driveways unless necessitated by unforeseen public safety needs or previously approved by the Commanding Officer of the Community Relations Division.

### 2. Compensation Paid to Police Officers.

Employing Entity agrees to compensate police officers at the following hourly rates which vary based on the type of event and number of officers:

Type	Hourly Rate
<b>Tier 1</b>	\$30.00/hr
<b>Tier 2</b>	\$35.00/hr
<b>Premium Rate</b>	\$40.00/hr
<b>Alcohol</b>	+\$5.00
<b>Supervisor</b>	+\$5.00

An administrative fee of 11% will be added to all details. This fee is retained by the vendor for managing extra duty assignments.

The rate will apply to all police officers assigned to the job or event. Should the event require a police supervisor (five or more officers), the supervisor will be compensated at a rate outlined in this section. While every effort is made to work within the requested hours on the Extra Duty Employment Request Form that is part of this agreement, there may be a situation that arises on your property that requires the employed officer to work beyond the scheduled time frame.

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Compensation for the extra time is the responsibility of the Employing Entity. Actual staffing requirements will be at the discretion of the Commanding Officer of the Community Relations Division.

***The Employing Entity is responsible for making payment in a timely fashion to the extra duty contract vendor, Extra Duty Solutions or EDS.***

The Employing Entity agrees and acknowledges that City has the sole discretion to determine the necessary staffing levels. The Employing Entity agrees that each officer assigned to the Extra Duty employment will be paid the above hourly rate for a minimum of three hours. Compensation must be made directly to EDS.

### 3. Coordinated Extra Duty Employment.

Employing Entities are required to coordinate all assignment with EDS who may assist the Employing Entity in any of the following ways:

- Serving as the point of contact for all communications between Employing Entity and City;
- Determining the specific needs of Employing Entity and communicating those needs to the coordinated workforce;
- Meeting the staffing needs of Employing Entity; and
- Scheduling, billing and disbursing compensation related to Extra Duty employment.

### 4. Cancellation.

#### a. *By Employing Entity*

The Employing Entity may cancel the Extra Duty Employment assignment without incurring a cancellation fee provided that it gives notice to the Extra Duty Employment Coordinator at least 24 hours prior to the start time of the event. (In some rare cases with sporting events and weather delays, AND with PRIOR approval of the BPD, the cancellation clause may be adjusted to 3 hours.) If the Employing Entity fails to give the required notice, it will be responsible for paying a cancellation fee of three hours of compensation to each of the assigned officers at the rates set out in paragraph 2 above.

#### b. *By City*

City may cancel the Extra Duty Employment assignment for any reason provided that it gives Employing Entity twenty-four hours' notice. Additionally, City may cancel the Extra Duty Employment assignment with less than twenty-four hours notice if City determines that staffing is insufficient to fulfill the assignment and/or emergency conditions exist that would require available staffing to work as police officers or investigators in the city. The parties acknowledge that City does not guarantee that officers will appear as scheduled. Furthermore, it is understood that City assumes no liability as a result of an officer's failure to appear as scheduled.

### 5. Workers' Compensation.

Normally, the City will not accept a workers' compensation claim from an officer injured performing Extra Duty employment. However, City may accept a workers' compensation claim from an officer performing Extra

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Duty employment if the officer was injured while performing a law enforcement duty (e.g., effecting the arrest of an offender who has committed a criminal act in their presence.)

6. Indemnification.  
Employing Entity agrees to protect, defend, indemnify and hold harmless City from any and all claims, liability, losses or causes of action which may arise from any actions or omissions of the police officer while acting solely in their capacity as an employee of Employing Entity. Employing Entity also agrees to hold harmless the involved officers and Extra Duty Solutions from any and all claims, liability, losses or causes of action which may arise from any actions or omissions of the police officer while acting solely in their capacity as an employee of Employing Entity.
7. Non-assignment.  
Employing Entity shall not assign this EXTRA DUTY EMPLOYMENT AGREEMENT without the written consent of City.
8. Term.  
This EXTRA DUTY EMPLOYMENT AGREEMENT shall become effective the date set out above and shall remain in full force and effect during the calendar year executed, unless renegotiated by the Employing Entity and the City. Agreements executed in December will be valid through the following year (13 months).
9. This EXTRA DUTY EMPLOYMENT AGREEMENT is governed by the laws of the State of North Carolina. The parties agree that any litigation arising out of this EXTRA DUTY EMPLOYMENT AGREEMENT shall only be conducted in the General Court of Justice of Alamance County, North Carolina.

IN WITNESS WHEREOF, the parties have caused this EXTRA DUTY EMPLOYMENT AGREEMENT to be properly executed on the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
Employing Entity (date) Extra Duty Employment  
Coordinator (date) (City of Burlington)  
(Signature of authorized party)

Name of invoicing contact at employing entity:

\_\_\_\_\_  
Phone number of invoicing contact:

\_\_\_\_\_  
Email address to which invoices will be sent: