

EXTRA DUTY EMPLOYMENT AGREEMENT

WITNESSETH:

WHEREAS, Extra Duty Solutions (hereafter "EDS") and the Employer recognize that making police deputies 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:

EDS agrees to use its best efforts to facilitate Employer's request for staffing. Employer acknowledges that EDS is unable to guarantee staffing.

This document outlines the responsibilities of the Employer and the expectations of EDS. Employers must agree to the conditions set forth in this agreement and any attachments thereto prior to hiring deputies.

1. Prohibited Activities.

Employer agrees that it will not engage Deputies in any of the following activities:

1. Secondary employment that would: reflect negatively or unfavorably upon the Sedgwick Sheriff's Office or the deputy; impair the operational efficiency of the Sedgwick Sheriff's Office; or adversely affect the Sedgwick Sheriff's Office;
2. Secondary employment that presents a real, potential, or apparent conflict of interest between the deputy's duties as a Sedgwick Sheriff's Office employee and their duties for the Employer;
3. Secondary 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;
4. Secondary employment requiring deputies 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;
5. Deputies are prohibited from acting as private protective service providers. This includes but is not limited to: Private detective or private investigator, armored car profession, detection of deception examiner, security guard, electronic countermeasures profession, etc.
6. Secondary employment that would require the protection of management, employees, or property during a strike or labor dispute;
4. Secondary employment that would require an officer to travel outside of the corporate limits of County unless previously approved by the EDS.
5. Secondary employment that requires deputies to enforce policies and procedures that are not violations of law;

6. Secondary employment requiring deputies to regulate entry into any facility or venue;
7. Secondary employment requiring deputies to check identification and/or entry tickets, operate metal detectors, or perform searches of people coming into a business or event;
8. Secondary employment requiring deputies to initiate or otherwise authorize the towing of any vehicle from private property unless that vehicle is perceived to be stolen;
9. Secondary employment requiring deputies to perform any tasks/duties during the officer's regular duty hours;
10. Secondary employment requiring deputies to perform any non-law enforcement related duties;
11. Secondary employment requiring deputies to serve alcoholic beverages; or
12. Secondary employment requiring deputies 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 EDS.

2. Compensation Paid for Police Services.

Employer agrees to the hourly rate structure set forth in **Schedule A** attached hereto. EDS reserves the right to alter the hourly rate structure set forth in **Schedule A** at any time provided the Employer is provided with thirty (30) days notice of the new hourly rate structure.

Employers will make all payments to Extra Duty Solutions. The rates set forth in **Schedule A** include officer compensation, and the Extra Duty Solutions administration fee.

As a general rule, 5 or more deputies will require a Supervisor and 3 or more Supervisors will require a Commander. Actual staffing requirements will be at the discretion of the Sedgwick Sheriff's Officer and will be communicated to the Employer through EDS..

The Secondary Employer agrees and acknowledges that the Sedgwick Sheriff's Office has the sole discretion to determine the necessary staffing levels. The Secondary Employer agrees that each deputy assigned to the extra duty detail will be paid the hourly rate specified in **Schedule A** for a minimum of four hours. **Cancellation.**

- - *By Secondary Employer*
The Employer may cancel the extra duty detail without incurring a cancellation fee provided that it gives notice to EDS at least twenty-four hours before the start of the assignment. If the Employer fails to give the required notice, it will be responsible for paying a cancellation fee of four hours of compensation to each of the assigned deputies at the rates set out in paragraph 2 above and **Schedule A** attached hereto.

Indemnification.

Employer agrees to protect, defend, indemnify and hold harmless the Sedgwick Sheriff's Office 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 the capacity of the officer's employment relationship with the Employer.

Non-assignment.

Secondary Employer shall not assign this EXTRA DUTY EMPLOYMENT AGREEMENT without the written consent of EDS.

Term.

This EXTRA DUTY EMPLOYMENT AGREEMENT is governed by the laws of the State of Kansas.

This EXTRA DUTY EMPLOYMENT AGREEMENT shall become effective the date set out below and shall remain in full force and effect unless renegotiated by the Employer and EDS. EDS reserves the right to alter the hourly rate structure set forth in **Schedule A** at any time provided the Employer is provided with thirty (30) days notice of the new hourly rate structure.

Schedule A

Secondary Employer agrees to one of the following hourly rates which are effective starting August 1, 2017:

- - Tier 1 \$44/hour
- - Tier 2 \$55/hour
- - Tier 3 \$61/hour

Supervisors and Commanders will be compensated as follows:

- - Supervisors must be paid a minimum of \$5/hour more than Deputies assigned to the same job or event except when deputies are paid at the Tier 3 rate.
- - Commanders must be paid a minimum of \$5/hour more than Supervisors except when Supervisors are paid at the Tier 3 rate.

EDS reserves the right to alter the hourly rate structure set forth herein at any time provided the Employer is provided with thirty (30) days notice of the new hourly rate structure.