

## **AGREEMENT FOR ENGAGEMENT OF OFF-DUTY DEPUTY**

I, the undersigned (“Outside Employer”), wish to retain the services of one or more deputies of the Williamson County Sheriff’s Office (“WCSO”) subject to the rules of the WCSO’s Extra Duty Assignment Program (“Program”). Outside Employer understands that Williamson County (“County”) consents to such extra-duty employment of each deputy upon the following terms and conditions and that failure to comply with these terms and conditions may result in the termination of the extra-duty employment relationship. Outside Employer understands that the WCSO has retained Extra Duty Solutions (“EDS”) to administer the Program.

- Outside Employer assumes liability for any acts and omissions committed by a deputy while acting in the scope of the deputy’s employment with Outside Employer.
- Outside Employer hereby agrees to indemnify and hold the County, WCSO, and Extra Duty Solutions harmless for any and all claims, including reasonable attorney’s fees, which may arise in connection with Outside Employer’s employment of the deputy, and attaches to this engagement form a certificate of insurance confirming general liability coverage of \$1 million per occurrence/\$1 million aggregate for the acts and omissions of deputies acting in the scope of duties for the Outside Employer, and naming Williamson County Government as an additional insured. Outside Employer agrees that it will not rely on or make any claim upon any insurance, workers’ compensation coverage, or liability coverage held by Williamson County, Tennessee while the deputy is performing the off-duty employment.
- Outside Employer understands that a deputy’s outside employment shall not interfere with the deputy’s responsibilities as a law enforcement officer and that a deputy may be called in to duty by the WCSO while working for the Outside Employer. Outside Employer agrees that under no circumstances will a deputy’s response to a call-to-duty by the WCSO constitute grounds for any legal claim against the deputy, WCSO, or County—in contract, tort, or otherwise. Outside Employer further understands and agrees that no deputy’s extra-duty employment may be performed while the deputy is on regular duty, approved overtime, or while on any type of administrative leave, medical leave, or limited duty.
- Outside Employer understands and agrees that Outside Employer’s rules and regulations shall not authorize or direct a deputy to violate any federal, state, or local laws or any WCSO or County policy.
- Outside Employer agrees that Outside Employer’s separate agreement(s) or understandings with a deputy as to the deputy’s duties, status, compensation and benefits, or lack thereof, will not conflict with this Agreement or with any County or WCSO policy, rule, or regulation.
- Unless the cancellation is caused by natural disaster, the Outside Employer shall notify EDS of a cancelled assignment at least twelve (12) hours before the assignment begins to avoid charges. If a cancellation notice at least twelve (12) hours prior to the duty assignment's start time is not provided to EDS, Outside Employer agrees to pay each deputy assigned their rate of pay at a minimum of two (2) hours.
- Outside Employer understands that the WCSO may cancel off duty assignments at any time, before or during assignments. Outside Employer will not be billed for any hours not worked, except as outlined herein.
- EDS’ administrative responsibilities include, but are not necessarily limited to:
  - (1) receiving, processing, and confirming requests for deputies by Outside Employer;
  - (2) scheduling deputies for extra-duty employment;
  - (3) invoicing Outside Employer for services performed by deputies;
  - (4) collecting payments from Outside Employer for services performed by deputies;
  - (5) communicating with Outside Employer regarding the WCSO’s extra-duty-program rules and rates;
  - (6) vetting new Outside Employers, including ensuring that Outside Employers complete this form and provide the required attachments prior to scheduling deputies for extra-duty employment;
  - (7) communicating with Outside Employer regarding any questions or concerns about the Program; and
  - (8) providing worker’s compensation insurance coverage for deputies providing services hereunder.
- Outside Employer agrees to work in good faith with EDS and to submit payment in a timely manner to EDS for all services performed by officers.
- Outside Employer understands that even if requested and approved, WCSO vehicle(s) may not be available on the date of the requested assignment due to unforeseen circumstances or other law enforcement priorities.

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Name of Outside Employer

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Signature of Outside Employer’s Representative

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Date