

EAST BATON ROUGE SHERIFF'S OFFICE ("EBRSO")

EMPLOYER AGREEMENT FOR EXTRA DUTY EMPLOYMENT SERVICES

EXTRA DUTY EMPLOYER: [] CONTACT: []

EMPLOYER'S ADDRESS: [] PHONE: () []

Physical Location of Extra Duty Assignment: []

It is agreed that the following terms, conditions and stipulations shall apply to all Extra Duty Employment of EBRSO Deputies in any and all off-duty uniformed work requested by an Extra Duty Employer for security, crowd control, traffic control, apartment security or other services that are outside the scope of responsibilities of on duty EBRSO Deputies, yet which require the presence and/or services of a uniformed law enforcement officer.

- [] - Multi (Ongoing) – Assignment [] - Single Event [] - Apartment Security

I. DEFINITIONS:

The following definitions shall apply to this agreement:

Deputy: Any EBRSO paid employee whether sworn, appointed or civilian.

Extra Duty Employer: Any person, firm, corporation or other entity engaging an EBRSO Deputy other than EBRSO.

Extra Duty Employment: Any employment in any business, or the performance of work or service, by an Off Duty Deputy of the EBRSO for a wage, salary, fee or other compensation, from any Off Duty Employer, wherein the actual or potential use of Law Enforcement Action is possible.

Extra Duty Detail Supervisor: The Deputy that will be assigned with the responsibility of overseeing the assigned Extra Duty Employment detail. (Man-power, scheduling and payment terms)

Law Enforcement Action: A lawful action taken by a Deputy during Off Duty Employment in response to a criminal offense in progress, or which has been or is about to be committed, or in an attempt to preserve life and/or property.

Off Duty Deputy: An EBRSO Deputy that is not engaged in the performance of their primary duties with the EBRSO and has prior approval to work extra duty assignments that have been approved through the EBRSO Extra Duty Office.

II. REQUESTS

- A. All businesses, organizations or individuals requesting the services of an Off Duty Deputy to perform Extra Duty Employment must submit a request to:

East Baton Rouge Sheriff's Office

Attention: Extra Duty Coordinator

225- 389-5088 (Phone)
225- 389-7823 (Facsimile)
tcurtin@ebrso.org (E-mail)

- B. All requests should be made at least 48-72 hours prior to the date of engagement for the Extra Duty Employment of the Off Duty Deputy(ies). In emergency situations, this requirement may be waived. Any request submitted and filled outside of the regular business hours (Monday-Friday 8:00am – 4:00pm) will be subject to the established (4) hour minimum, payable to the Extra Duty Coordinator along with a scheduling fee to organize and make sure that the assignment will be covered based on the individual request. Off Duty Employment is voluntary for Deputies, and consequently, manpower cannot be guaranteed for all Extra Duty Employment requests. In the event that the Extra Duty Coordinator is unable to coordinate the placement of Off Duty Deputy-(ies) for an Extra Duty Employment detail, the Extra Duty Coordinator will notify the requesting Extra Duty Employer as soon as possible.
- C. All potential Off Duty Employers are required to submit an executed copy of this “Employer Agreement for Extra Duty Employment Services” form before a request can be processed and before an Extra Duty Detail Supervisor is assigned.
- D. Please provide the following information to the Extra Duty Coordinator along with each request:
Company/Person requesting and phone numbers or Contact Person

**Description
Of the Assignment:**

How many persons will be attending?

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Number of Deputies to be determined by the Extra Duty Detail Supervisor:

Note: Number of deputies requested could change depending on type of event and number of attendees

Dates of Assignment: _____

Times of Assignment: _____

Location of Assignment: _____

Apartment complex (courtesy apartment): _____

III. COMPENSATION

- A. The minimum rate of pay for Extra Duty Employment is **\$30.00** per hour. The minimum number of hours for any assignment is **(4) four hours even if the assignment is of a shorter duration.**
- B. Extra Duty Employers will pay the individual Deputy(s) either by check, money order or direct deposit. **All returned checks will be assessed a \$50.00 service fee.**
- C. Payment must be made at the time service is rendered. Any exception must receive prior approval from the **Extra Duty Detail Supervisor.**
- D. **Non Payment** – This Agreement is a binding agreement between parties. In the event that the Extra Duty Employer does not remit payment to the Off Duty Deputy in accordance with this Agreement, The Off Duty Deputy will proceed with collection proceedings in accordance with Louisiana R.S. 9:2781 and seek attorney

fees in the amount of \$250.00 per hour for the legal fees incurred by the Off Duty Deputy for the prosecution and collection of the claim plus all costs of the collection proceedings will be owed by the Extra Duty Employer

- E. For specific rates please refer to the “**Extra Duty Pay Scale Addendum.**” As it is available upon request from the Extra Duty Coordinator.

IV. CANCELLATION POLICY

- A. The Extra Duty Employer must notify the EBRSO Extra Duty Detail Supervisor of any cancellation of an Extra Duty Employment detail no later than **twenty-four (24) hours** prior to the start of the assignment. This includes cancellations involving weather related issues. Failure to provide this notification will require the Extra Duty Employer to compensate the Deputy(s) who have been assigned the job a payment of \$120.00 as a **Cancellation Fee to cover the (4) hour minimum.**

V. LIABILITY

- A. In consideration of the employment of Off Duty Deputy(s), the Extra Duty Employer understands the Deputy engaged in the Extra Duty Employment is not covered by Workers’ Compensation Programs, liability provisions of the EBRSO, or the EBRSO Duty Related Injury Policy unless the Deputy is engaged in a Law Enforcement Action at the time of the injury. The EBRSO is exempt by law from Worker’s Compensation Insurance Coverage. In the event of a non-law enforcement related incident/injury, the Deputy is subject to the outside employer’s Worker’s Compensation coverage or liability insurance.

The Extra Duty Employer will hold harmless the Sheriff from any and all claims or liabilities resulting from the Extra Duty Employment and indemnify the Sheriff for any loss.

- B. Any Extra Duty Employer that requests Deputy(s) to perform traffic control on a roadway, the Extra Duty Employer will be required to submit to the Extra Duty Coordinator a certificate of proof of liability insurance for \$1 million dollars showing the EBRSO as the certificate holder.

**East Baton Rouge Parish Sheriff’s Office
Parish of East Baton Rouge, Louisiana
8900 Jimmy Wedell Dr. Bldg B
Baton Rouge, La 70807**

- C. In consideration for employment of Off Duty Deputy(s) the Extra Duty Employer agrees to hold EBRSO, its Deputies, agents and employees harmless from any and all claims, demands, damages or liabilities resulting from employment of the Off Duty Deputy or, in any manner connected with the services the Deputy performs and/or to which the Agreement pertains. The Off Duty Employer further agrees to indemnify EBRSO for any loss due to any claim, injury or damage arising out of the work or services performed by the Off Duty Deputy.

VI. GENERAL POLICIES

- A. In matters requiring Law Enforcement Action, the Extra Duty Employer will not interfere and/or attempt to influence decisions or actions made by the Off-duty Deputy. Off -Duty Deputy(s) are primarily employees of EBRSO and are subject to all laws, departmental policies and procedures. While engaged in Extra Duty Employment, an Off-Duty Deputy is subject to an emergency call for service by the EBRSO at any and all times. If assigned to a call for service, the Off Duty Deputy will respond immediately and will not return to the Off Duty Employment until authorized to do so by EBRSO. If the Off Duty Deputy remains on the assigned call for more than one hour, he/she will be officially placed in an On Duty Status.

- B. EBRSO Deputies are **NOT** permitted to work any bar, saloon, lounge or other establishment or private function where the sale and/or consumption of alcoholic beverages without prior approval from the Extra Duty Coordinator or EBRSO Administration, this should include attached parking lots of the above locations.
- C. Deputies are **NOT** permitted to engage in any type of Off Duty Employment that could require access to confidential EBRSO records, files, correspondence or other information that is not available to the general public as a requirement of the Off Duty Employment.
- D. Deputies are not permitted to engage in any type of Off Duty Employment that involves the enforcement or execution of any form of "house rules" including but not limited to: searches of persons or property without legal justification, solicitation, request for collection of any fees, costs or other expenses, or any other rules and regulations set up by the Off Duty Employer that are violations of the law and/or policies of the EBRSO.
- E. EBRSO reserves all rights in the assignment of Deputies and Extra Duty Detail Supervisors. Special requests will be accepted but are not binding.
- F. Any damage to the Deputy's uniform or any department issued equipment or property, unless incurred during a Law Enforcement Action, is the responsibility of the Extra Duty Employer.
- G. Not with standing Extra Duty Pay Scale rate adjustments, this Agreement will continue in force until cancelled in writing by either party.
- H. If an Off Duty Deputy is scheduled to work an Extra Duty Employment assignment and is unable to report to the assignment, the Off Duty Deputy must contact the Extra Duty Detail Supervisor by telephone.

AGENT/EXTRA DUTY EMPLOYER SIGNATURE

EXTRA DUTY COORDINATOR SIGNATURE

PRINT NAME OF EXTRA DUTY EMPLOYER

PRINT NAME OF EXTRA DUTY COORDINATOR

DATE

DATE

EXTRA DUTY DETAIL SUPERVISOR'S SIGNATURE

PRINT NAME OF DETAIL SUPERVISOR

DATE