

## SAMPLE POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date"), between [EMPLOYING AGENCY] with its principal place of business at \_\_\_\_\_, and [CITY OR TOWN] located at [LOCATION OF CITY OFFICES] (collectively, the "Parties").

WHEREAS, [EMPLOYING AGENCY] operates [OPERATED BUSINESSES] that are accessible by the public (each facility a "Facility");

WHEREAS, [CITY OR TOWN] is empowered to provide for the safety, security and order in the [CITY OR TOWN] through appropriately licensed and qualified law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, [EMPLOYING AGENCY] desires to contract with [CITY OR TOWN] to provide law enforcement services and assist in providing for safety, security and order at its Facilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 [CITY OR TOWN] shall assign Officers to Facilities to perform police patrols and law enforcement duties ("Services"). Each period of Services rendered by an Officer shall be designated an "Assignment". The Services shall only encompass duties and functions customarily rendered by [CITY OR TOWN] and Officers assigned to [EMPLOYING AGENCY] shall at all times be subject to the control and direction of [CITY OR TOWN].

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the [CITY OR TOWN], to include all necessary and required accoutrements that are authorized by the [CITY OR TOWN] and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 [EMPLOYING AGENCY] shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and [CITY OR TOWN]. Officers shall be subject to, and shall abide by, all city and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 Officers may, in their sole discretion, interrupt their provision of Services in order to discharge their public duties as law enforcement Officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. [EMPLOYING AGENCY] shall not be obligated to pay for and the [CITY OR TOWN ] shall not charge fees for activities performed after the Officer interrupts or terminates the provision of Services. For administrative convenience, interruptions in Services for the purpose of performing law enforcement activities shall be considered de *minimus* and may be charged to [EMPLOYING AGENCY] whenever such interruption lasts less than one hour.

2. [EMPLOYING AGENCY'S] RIGHT TO REQUEST LAW ENFORCEMENT ACTIVITY: Nothing in this Agreement shall be construed to interfere with the rights of [EMPLOYING AGENCY] or its employees as citizens to request that [CITY OR TOWN], in its capacity as a public law enforcement agency, or that Officers, in their capacity as licensed law enforcement officers, respond to requests for law enforcement assistance. [CITY OR TOWN] and Officers shall retain sole and exclusive discretion to respond to requests for law enforcement assistance in such manner and to such extent, as the law and their training may require.

3. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of [CITY OR TOWN]. In the event of a material breach by a party, the non-breaching party shall have the right to terminate this Agreement immediately.

4. PAYMENT: In exchange for Services rendered, [EMPLOYING AGENCY] shall pay fees ("Fees") in the amounts and according to the terms set forth in Exhibit A, attached hereto and incorporated herein by reference. [CITY OR TOWN] shall provide [EMPLOYING AGENCY] with a statement of said compensation to be reimbursed on a monthly [*or specify if other*] basis. [EMPLOYING AGENCY] shall pay undisputed fees to the [CITY OR TOWN] within 15 calendar days from the date of the statement. [EMPLOYING AGENCY] shall not be obligated to pay disputed Fees until such time as the Parties resolve the dispute to their mutual satisfaction.

5. [CITY'S OR TOWN'S] STATUS AS INDEPENDENT CONTRACTOR. [EMPLOYING AGENCY] and [CITY OR TOWN] enter into this Agreement at arms' length. [CITY OR TOWN] at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither [EMPLOYING AGENCY] nor [CITY OR TOWN] shall hold itself out as the representative or agent of

the other Party. Neither [EMPLOYING AGENCY] nor [CITY OR TOWN] has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. [CITY OR TOWN], its employees, and Officers assigned to Facilities shall not be deemed employees or joint employees of [EMPLOYING AGENCY] for any purpose. [CITY OR TOWN] retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. [CITY OR TOWN] is responsible for instructing and training its Officers consistent with this Agreement. [CITY OR TOWN] retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. [CITY OR TOWN] shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither [CITY OR TOWN] nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that [EMPLOYING AGENCY] may provide to its employees. It is understood that [EMPLOYING AGENCY] will not provide and shall not be responsible for worker's compensation coverage for [CITY OR TOWN] or any Officer. Responsibility for providing such coverage remains solely with [CITY OR TOWN]. When rendering Services at the Facilities, Officers act solely as the agents of [CITY OR TOWN].

6. SCREENING AND QUALIFICATIONS OF OFFICERS: [CITY OR TOWN] warrants and represents that each Officer meets all requirements for service as a law enforcement officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officer is licensed.

7. LEGAL COMPLIANCE: [CITY OR TOWN] represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. [CITY OR TOWN] warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. [CITY OR TOWN] warrants specifically that it shall be responsible exclusively for, and, in accordance with the law, shall pay to its employees and Officers all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If [CITY OR TOWN] breaches this Section, [EMPLOYING AGENCY] may, in its sole discretion, terminate this Agreement immediately.

8. INDEMNITY: Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of this Agreement.

9. NON-EXCLUSIVITY: This Agreement is non-exclusive between the parties. [EMPLOYING AGENCY] and [CITY OR TOWN] have the right to enter into similar relationships with any other entities.

10. NOTICES: Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party shown below.

To [EMPLOYING AGENCY]:  
[EMPLOYING AGENCY]  
[EMPLOYING AGENCY'S ADDRESS AND DEPARTMENT OR PERSON, ETC.]

To [CITY OR TOWN]:  
[CITY OR TOWN ADDRESS AND DEPARTMENT OR PERSON, ETC.]

11. ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.

12. SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

13. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.

14. NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.

15. COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

16. ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications

of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the [CITY OR TOWN] and the [CITY OR TOWN] shall be free to reinstate any such term or condition.

17. SECTION HEADINGS: Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

18. SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

19. COSTS AND ATTORNEYS FEES: In the event that an action is brought by either party under the Agreement, each party shall be responsible for their own attorneys' fees and costs.

20. NO BUSINESS GUARANTEE: NO RELIANCE ON ORAL REPRESENTATIONS OR PROMISES: [CITY OR TOWN] specifically acknowledges that [EMPLOYING AGENCY] has no obligation to do any minimum amount of business with [CITY OR TOWN] under this Agreement and that no person has authority to make any representations or promises of business with [CITY OR TOWN] on behalf of [EMPLOYING AGENCY] and that no person has authority to make any representations or promises about [EMPLOYING AGENCY]'s Intentions or expectations of renewing or extending this Agreement or doing any future business with [CITY OR TOWN], except as may be contained in writing and signed by an officer, sole proprietor, or authorized partner of [EMPLOYING AGENCY]. Any expenditures or investments or commitments made by [CITY OR TOWN] in reliance on future business from [EMPLOYING AGENCY] pursuant to this Agreement or otherwise are done at [CITY OR TOWN]'s own risk and without any obligation whatsoever on the part of [EMPLOYING AGENCY], unless in writing and signed by an officer of officer, sole proprietor, or authorized partner of [EMPLOYING AGENCY].

21. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement.

CITY OR TOWN

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Mayor of City or Town

Date: \_\_\_\_\_

**EMPLOYING AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Pursuant to Section 4 of the Agreement, PAYMENT, [EMPLOYING AGENCY] shall pay to [CITY OR TOWN] Fees according to the following terms:

A. Hourly Rates: (\$XX.XX) per hour of an Officer's Assignment. Billing rates are all-inclusive and [EMPLOYING AGENCY] shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance, union dues or any other payroll deduction. Invoices must be submitted to the servicing location [EMPLOYING AGENCY]

**--- OR ---**

[EMPLOYING AGENCY] will reimburse the [CITY OF TOWN] for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the officer's regular rate of pay, over time where necessary, all health and retirement benefits, leave time and other fringe or employment benefits that the [CITY OR TOWN] would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the [CITY OR TOWN]. [EMPLOYING AGENCY] shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance, union dues or any other payroll related payment or deduction. Invoices must be submitted to the servicing location [EMPLOYING AGENCY]

B. Facility Assignments. [CITY OR TOWN] agrees to provide Services to the following Facilities pursuant to the schedule detailed below:

[EMPLOYING AGENCY]  
[EMPLOYING AGENCY'S ADDRESS FOR SERVICES TO BE PROVIDED]

Hours/Scope of Work: [NOTE IF PERMANENT OR ONLY TEMPORARY]

The hours/days will be as follows:  
[SET OUT DESIRED DAYS AND HOURS]

Note: Temporary adjustments to the permanent hours can be made as long as the temporary hours revert back from temporary to the original permanent hours. Examples of the need for temporary adjustments to the permanent hours could be holidays, special events, construction, natural or man-made disasters.

**-- OR --**

The [CITY OR TOWN] agrees to station a police officer at the designated premises of [EMPLOYING AGENCY] for the purpose of providing police-related service [*specify service, for example, security services, traffic control, etc.*\_\_\_\_\_] for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. The officer shall perform the services on or about the designated premises of XYZ during [*specify shifts, days or hours as needed*].

**CITY OR TOWN**

**EMPLOYING AGENCY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Mayor of City or Town

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**[SAMPLE AGREEMENT]  
AGREEMENT FOR POLICE SERVICES**

THIS AGREEMENT entered into this day by and between the [City/Town] of \_\_\_\_\_, hereafter referred to as "[The "City"/"Town"] and XYZ Company, hereinafter referred to as "XYZ," for and in consideration of the mutual covenants and agreements herein set forth, WITNESSETH:

1. "Additional or outside employment" as used in this agreement shall be defined as employment which has been approved by the city but is not a part and parcel of the officer's regularly assigned duties or is that employment that might from time to time be further defined by proper departmental policy. The terms "additional or outside" indicate that the employment is in addition to the officer's regular duties but does not indicate that the officer is anything other than a city employee. It is contemplated that the police officer will continue to act as an employee of the [city/town] as described herein below while performing such additional or outside duties pursuant to this agreement.
2. This agreement shall be construed in a manner consistent with the [city's/town's] written "outside employment" policy for police officers, which is incorporated into and made a part of this agreement as though fully set forth, word for word.
3. The "City"/"Town" agrees to station a police officer at the premises of XYZ for the purpose of providing police-related service [*specify service, for example, security services, traffic control, etc.* \_\_\_\_\_] for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. The officer shall perform the services on or about the premises of XYZ during [*specify shifts, days or hours as needed*].
4. The officer will be considered an employee of the city and will receive all pay and benefits from the city for the off-duty work. XYZ will reimburse the city for the full amount of any and all costs associated with paying the officer for the work performed pursuant to the officers regular rate of pay, over time where necessary, all health and retirement benefits, leave time and other fringe or employment benefits that the [city/town] would be obligated by law or local ordinances, regulations, or policies to pay if the officer had been working for the city. The [city/town] will provide XYZ with a statement of said compensation to be reimbursed on a monthly [*or specify if other*] basis. Payment from XYZ to the city will be made within 15 calendar days from the date of the statement.
5. The officer will be subject to, and shall abide by, all city and departmental rules and regulations as well as complying with all local, state and federal laws.
6. This agreement shall be subject to state laws regarding vacations,

holidays, and sick leave for police officers.

7. This agreement shall continue in full force and effect from year to year under the terms and conditions provided herein, unless terminated in writing by notice given at least \_\_\_\_\_ days prior to the expiration of any contract year [*Different terms may be specified here*].

8. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Mayor and duly authorized representative of XYZ. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the city/town, and the city/town shall be free to reinstate any such term or condition.

*[SAMPLE POLICY]*

**OUTSIDE EMPLOYMENT  
UNIFORMED EMPLOYEES-POLICE**

“Additional or outside employment” as used in this policy is employment which has been approved by the city but is not a part and parcel of the officer’s regularly assigned duties or is that employment that might from time to time be further defined by proper departmental policy. The terms “additional or outside” indicate that the employment is in addition to the officer’s regular duties but does not indicate that the officer is anything other than a city employee. It is contemplated that the police officer will continue to act as an employee of the [city/town] as described herein below while performing such additional or outside duties pursuant to this policy.

If an officer is considering additional or outside employment, he or she must discuss the additional employment with the (Chief of Police/Mayor/Human Resources Director) and must obtain written approval ( ). All requests will then be submitted to ( ) for final approval. If an officer of the City participates in additional outside employment, it must not interfere with the proper and effective performance of his or her job with the City.

All officers will be subject to the City’s scheduling demands, regardless of any existing outside work requirements. Employment with the (City/Town of \_\_\_\_\_) is considered the officer’s primary employment and as such takes precedence over all other jobs.

If the (City/Town of ) determines that an employee’s outside work interferes with performance or the ability to meet the employment requirements of the (City/Town of ) as they are modified from time to time, the officer may be asked to terminate any or all outside employment if he or she wishes to continue employment with the (City/Town of ). Further, the (City/Town of ) reserves the right to order the officer to cease any and all outside employment for any and all reasons that the (City/Town of ) may deem appropriate in order to maintain an appropriate level of service to the community or for any other reason that the (city/town) might feel appropriate.

An officer’s outside employment must not be of a nature that adversely affects the image of the City, resulting in embarrassment, legitimate and reasonable criticism or of a type that may be construed by the public to be an official act of the City or in any way violate these or any other policies of the city.

Outside employment by officers must be contracted through the City of \_\_\_\_\_, said contract requiring that the outside employer reimburse the city

for any and all costs associated with paying the officer for the work performed pursuant to the officers regular rate of pay, over time where necessary, all health and retirement benefits, leave time and other fringe or employment benefits that the (city/town) would have to pay if the officer had been working for the city. This policy is designed to protect the officer in the event that litigation over any incident that occurs while in the employ of the outside employer as well as ensuring that benefits such as worker's compensation, sick leave, health insurance and other fringe benefits remain intact for the officer.