

[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.

WITNESS the hands of the parties hereto this _____ day of _____, 20_____.

XYZ COMPANY

By:_____

Mayor,

City/Town of _____

[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 hereinbelow 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.