



CONTRACT FOR OFF DUTY POLICE OFFICER EMPLOYMENT
PADUCAH POLICE DEPARTMENT
1400 Broadway
Paducah, KY 42001



THIS AGREEMENT is made between the City of Paducah, Kentucky, P.O. Box 2267, Paducah, Kentucky, 42002-2267 ("City") and _____ (hereinafter "Contracting Business").

1. **PURPOSE** - The City will assign officer(s) to patrol and/or perform other duties on the contracting business' premises, at the request of the contracting business, pursuant to the information provided by the contracting business on the Application for Contractual Off-Duty Police Officer Employment.
2. **CAPACITY** - The officer(s) assigned to the contracting business' premises will be employees of the City and will work under the direction and supervision of the Assistant Chief of Operations, or his designee. Said officer(s) shall have full police powers, wear Department uniforms, use Department equipment and radios, and utilize marked patrol cars. The officer(s) assigned to the contracting business' premises will be acting within the scope and course of their employment with the City; their principal responsibilities remaining to the City and the general public.
3. **REQUESTS FOR ASSIGNMENT** - Requests for off-duty police officer employment assignments will require ten (10) days' prior written notice, utilizing the Police Department's Application for Contractual Off-Duty Police Officer Employment form. Exceptions will be at the discretion of the Assistant Chief of Operations or his designee.

The Assistant Chief of Operations or his designee will review all contract assignment applications prior to approval. If it is determined that the assignment necessitates more officers than the contracting business had requested, the contracting business may be required to contract for more officers prior to approval by the Assistant Chief of Operations or his designee.

4. **CANCELLATION OF ASSIGNMENT** - The Assistant Chief of Operations or his designee may cancel a contract at any time with or without cause.

The contracting business may cancel a request for assignment by contacting the Police Department twenty-four (24) hours in advance of the date and time of the scheduled assignment. To cancel an assignment, the Assistant Chief of Operations should be contacted at (270) 444-8549 during business hours. After business hours, the shift commander should be contacted at (270) 444-8548. Failure to provide twenty-four (24) hour advance notice of cancellation will result in the contracting business being liable for a fee of two (2) hours for each scheduled officer.

5. **ASSIGNMENT** - All assignments of officer(s) pursuant to this Agreement will be made by the Assistant Chief of Operations or his designee. During contract assignment, the shift commander will have the discretion to release officer(s) from assignment duty in the event their services are not needed or in the case of a police emergency.
6. **DUTIES** - The duties of the officer(s) while assigned to the contracting business' premises shall be assigned by the Assistant Chief of Operations or his designee and shall be supervised by the shift commander. All officer(s) shall comply with all City and departmental policies and procedures.

7. EQUIPMENT - The Department shall provide the officer(s) with the resources reasonably necessary to conduct routine police work, including a marked patrol car, uniform, radio, etc.
8. FEE SCHEDULE - The contracting business will pay the City for the services of the officer(s) at the rate of \$90.00 per hour. For City-observed holidays, the contracting business will pay the City at the rate of \$150.00 per hour. City-observed holidays are: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

Officer(s) will not be compensated for their travel time to and from the assignment.* Regardless of the amount of time requested, the contracting business agrees to pay a minimum of two (2) hours for each officer requested. Officer(s) may be scheduled to work more than two (2) hours at no less than half- (1/2) hour increments. This fee schedule may be changed by the City upon fourteen (14) days' notice to the contracting business.

*Payment for travel time may be required, and a mutually agreed-upon fuel surcharge may be assessed, if the assignment is outside of McCracken County.

Payment for services shall be made by check or money order, payable to the "City of Paducah." Payment must be received by the City Treasurer at least ten (10) days prior to the assignment.

9. BACKGROUND CHECK - The contracting business agrees that a background check may be performed on the owner of the business or the individual contracting with the Department. The purpose of the check is to avoid potential discredit or disrepute on the Department and/or its employees.
10. INDEMNIFICATION - The contracting business agrees that it will hold harmless and indemnify the City and/or its employees for any claims, actions, causes of action, demands, damages, costs and expenses that may be brought against the City and/or its employees as a result of any incidents occurring on the contracting business' premises or related to the assignment as herein discussed. The contracting business further agrees to name the officer(s) as an additional insured with its liability insurance carrier for purposes of this Off-Duty Police Officer Employment Contract.
11. TERM - This Agreement is effective as of the date of execution and shall remain in full force and effect for one year and may be extended beyond said term by mutual agreement of the parties herein.
12. MODIFICATION - The City and the contracting business may mutually agree to modify this Agreement in whole or in part, at any time. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each part or an authorized representative of each party.

Authorized Contracting Business Representative

Date

Chief of Police or Designee

Date