

**EAST BATON ROUGE SHERIFF'S OFFICE ("EBRSO")  
EMPLOYER AGREEMENT FOR OUTSIDE EMPLOYMENT SERVICES**

**EMPLOYER:**

**CONTACT:**

**EMPLOYER'S  
ADDRESS:**

**PHONE:** (   )

**Baton Rouge, La.**

**Physical Location of Extra Duty Assignment:**

It is agreed that the following terms, conditions and stipulations shall apply to all Off Duty Employment of EBRSO employees in any and all off-duty uniformed work requested by an Off Duty Employer for security, crowd control, traffic control, Apartment Security or other services that are outside the scope of responsibilities of 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:

**Law Enforcement Action:** A lawful action taken by an officer 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.

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

**Extra Duty Employment:** Any employment in any business, or the performance of work or service, by an employee 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.

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

**Extra Duty Detail Supervisor:** The deputy that will be assigned with the responsibility of overseeing the assigned off duty detail. (Man-power, scheduling and payment)

**II. REQUESTS**

A. All businesses, organizations or individuals requesting the services of an EBRSO Officer must submit a request to:

**East Baton Rouge Sheriff's Office**  
**Attention: Extra Duty Commander**  
225- 389-5088 (phone)  
225-389-7823 (facsimile)  
[tcurtin@ebrso.org](mailto:tcurtin@ebrso.org) (email)

- B. All requests should be made at least 48-72 hours prior to the date of engagement of the Officer(s). In emergency situations, this requirement may be waived. Off Duty Employment is voluntary for Deputies, and consequently, manpower cannot be guaranteed for all jobs. In the event that EBRSO is unable to coordinate the placement of off duty Deputies for a detail, it will notify the outside employer as soon as possible.
- C. All potential Off Duty Employers are required to submit an executed copy of this "Employment Agreement" form before a request can be processed and an Extra Duty Detail Supervisor is assigned.
- D. Please provide the following information to the Extra Duty Commander along with each request:  
Company/Person requesting and phone numbers or Contact Person

**Description**

**Of the Assignment:**


**How many persons will be attending?**

**Number of Deputies to be determined by the Extra Duty Commander:**

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

Dates of Assignment: \_\_\_\_\_ of  
 Times \_\_\_\_\_ of  
 Assignment: \_\_\_\_\_ of  
 Location \_\_\_\_\_ of  
 Assignment: \_\_\_\_\_

**Apartment complex (courtesy apartment)** \_\_\_\_\_

**III. COMPENSATION**

- A. The minimum rate of pay for an off-duty Officer 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. Off Duty Employers will pay the individual Officer(s) either by check or money order. **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 **Detail Supervisor.**
- D. For specific rates please refer to the "**Pay Scale Addendum.**" As it is available upon request from the Extra Duty Office.

**IV. CANCELLATION POLICY**

- A. The Off Duty Employer must notify the EBRSO Extra Duty Commander of any cancellation of an extra-duty detail within **twenty-four (24) hours** prior to the start of the assignment. Failure to provide this notification will require the employer to compensate the Officer(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 Deputies, the employer understands the Officer engaged in the Off Duty Employment is not covered by Workers' Compensation Programs or liability provisions of the EBRSO insurance plan except when engaged in law enforcement related activities. In the event of a non-law enforcement related incident/injury, the officer is subject to the outside employer's Worker's Compensation coverage or liability insurance. If you do not provide this coverage to the Officer, you must notify the Officer that he or she is assuming individual responsibility and risk as an independent contractor.

The employer will hold harmless the Sheriff from any and all claims or liabilities resulting from employment and indemnify the Sheriff for any loss due to any injury of its employees.

- B. Any extra duty assignment that request deputies to perform traffic control on a roadway. The employer will be required to submit to the extra duty office a certificate of proof of liability insurance for \$1 million dollars showing the EBR Sheriff's office 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 Deputies, the Off 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 Officer or, in any manner connected with the services the Officer 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 Officer for the employer.

**VI. GENERAL POLICIES**

- A. In matters requiring law enforcement actions, the Off Duty Employer will not interfere and/or attempt to influence decisions or actions made by the off-duty personnel. Off -duty Deputies are primarily employees of EBRSO and are subject to all laws, departmental policies and procedures. While engaged in Off Duty Employment, an Officer is subject to an emergency call for service by the EBRSO at any and all times. If assigned to a call for service, the Officer will respond immediately and will not return to the Off Duty Employment until authorized to do so by EBRSO. If the off duty Officer 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 Commander 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 Coordinators. Special requests will be accepted but are not binding.
- F. Any damage to the Officer's uniform or any department issued equipment or property, unless incurred during a law enforcement action, is the responsibility of the off duty employer.
- G. Not with standing yearly off-duty minimum pay rate adjustments, this agreement will continue in force until cancelled in writing by either party.
- H. If a deputy is scheduled to work extra duty and does not report, the deputy must contact the Extra Duty Detail supervisor by telephone.

\_\_\_\_\_  
AGENT/EMPLOYER SIGNATURE

\_\_\_\_\_  
EXTRA DUTY COMMANDER'S SIGNATURE

\_\_\_\_\_  
PRINT NAME OF EMPLOYER      DATE

\_\_\_\_\_  
PRINT NAME OF EXTRA  
DUTY COMMANDER      DATE

\_\_\_\_\_  
EXTRA DUTY DETIAL SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
**Print name of Detail Supervisor**      DATE