

**LAKE LURE POLICE DEPARTMENT
EXTRA DUTY AGREEMENT & APPLICATION
2950 Memorial Hwy
Lake Lure, NC 28746
P. 828-625-4685 F.828-625-8839**

EXTRA DUTY AGREEMENT

A. PROCEDURES FOR EXTRA DUTY AGREEMENT

1. Apply in person or by fax at the above address, between the hours of 8:00am and 5:00pm, Monday through Friday. All applications should be received by the Police Department at least 8 days prior to the event.
2. Any applications received seven (7) days or less before the event are only processed with the understanding that the assignment may not be filled.
3. A background check may be required for Establishments / Applicants serving alcohol.

B. PAYMENT METHODS

1. The Applicant / Establishment is required to pre-pay before the event. Payments should be made in the form of a cash, cashier's check, money order, or company check.

C. UNSCHEDULED HOURS

1. If an officer works additional hours (e.g. makes an arrest while working extra duty) on an Extra Duty assignment, the Establishment / Applicant will not be responsible for payment of the additional costs, rather the officer will submit for overtime payment or compensation.
2. If an officer works additional hours at the request of the Establishment/Applicant, the Establishment / Applicant will be billed accordingly.

D. REFUNDS

In cases where refunds are due, a credit or refund will be processed as requested by the Establishment / Applicant.

E. RATE SCHEDULE

1 - Officer	\$45.00/hour
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F. STAFFING REQUIREMENTS

The Chief of Police or Lieutenant will determine the number of officer's needed for an event. This will be discussed with the Establishment / Applicant prior to event.

G. CANCELLATION PROCEDURES

1. Cancellations by the Establishment/Applicant:
 - A. Cancellations by the Establishment / Applicant should be made at least 24 hours before the assignment begins.
 - B. If the Department receives less than 24 hours notice from the Establishment/Applicant, (with exception of a natural disaster) the Establishment / Applicant may be charged

and the assigned officer(s) will be paid the minimum number of hours as indicated on this agreement. This is at the discretion of the Chief of Police or Lieutenant.

2. Cancellations by the Lake Lure Police Department

- A. Under extraordinary circumstances, if an assigned officer is unable to fulfill the assignment due to illness or injury and the Chief of Police or Lieutenant is unable to obtain a substitute, the assignment may be cancelled.
- B. The Establishment / Applicant will not be billed for the hours scheduled. If Establishment / Applicant paid in advance, the hours scheduled and not worked will be refunded.
- C. In the case of a Departmental need or community emergency, the Chief or his designee may cancel extra-duty permit assignments. The extra duty officers would then be immediately available for service to the department.
- D. The Establishment / Applicant will not be billed for any hours not worked.

H. **WORKER'S COMPENSATION / LIABILITY**

The Town of Lake Lure is self-insured for general liability and statutory workers' compensation coverage. Police officers assigned to extra duty work are afforded this coverage, and are considered to be The Town of Lake Lure employees for the purpose of worker's compensation / liability.

I. **OFFICER NOT REPORTING FOR EXTRA DUTY JOB**

If an officer was scheduled to work and did not report, the Establishment / Applicant should notify the Department at 828-625-4685. Leaving a message for the supervisor in charge may be required.

J. **DISCONTINUE SERVICE**

If the Chief of Police or his designee determines that it is in the best interest of the department to discontinue extra duty services, the Establishment / Applicant will be notified immediately.

K. **Minimum Hours for Assignment**

The minimum number of hours for any assignment is three (3) hours.

L. **NOTICE TO ESTABLISHMENTS / APPLICANTS**

The officers are at all times subject to the policies of the Town of Lake Lure and the rules and regulations governing employees of the Lake Lure Police Department (LLPD). An Establishment / Applicant has no authority over police personnel and is restricted to providing only a general assignment of duties to be performed by the officer. Those rules **never** supersede Lake Lure Police Department policy or procedures and employers of the extra duty officers should be so advised. Extra duty officers remain under the exclusive control of the department and accountable for strict adherence to department rules and regulations. Any conflicting rules of employers of extra duty officers will be disregarded. The officer shall refuse to perform any duties deemed to be in conflict with the guidelines established by the Lake Lure Police Department. As determined by the Department, officers may be recalled from extra duty to on duty status.

This **APPLICATION & AGREEMENT** is for law enforcement work only and does not exempt Establishments / Applicants from obtaining other necessary permits for this event.

The Lake Lure Police Department is NOT obligated to provide extra duty services.

L. Attorney's Fees

In case suit should be brought for recovery of any payment due under this Extra Duty Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

I have read and understand the "Extra Duty Agreement"

Establishment / Applicant Date
Signature REQUIRED

_____ (Federal ID# if applicable)

Establishment / Applicant Name _____ Phone _____
Address _____ City/St/Zip _____
Date of Event _____ Event Name _____
Is Permit Required Yes No Time Beginning _____ Time End _____
Location of Event _____
Estimated Number of Attendees _____
Will you Pay in Advance Pay on Site

For Chief of Police or Designee Approved Approved with Conditions Rejected
(If Approved with Conditions please state) _____

Number of Officers _____ Time In _____ Time Out _____
Chief Signature _____ Date _____