

CITY OF HELENA, HELENA POLICE DEPARTMENT AND

EXTRA WORK CONTRACT

This contract is entered into this ____ day of _____, by and between the City of Helena, State of Montana, hereinafter referred to as "City" and _____ hereinafter referred to as "Extra Duty Employer".

The Helena Police Department may respond to requests for extra duty police services to the extent permitted by existing resources and in accordance with the Helena Police Department Policies and this contract. Requests for the service described herein, which exceed the department's capabilities or are outside the provisions of this procedure, may be referred to other agencies, upon mutual agreement as appropriate. The primary intent of the Helena Police Department is to provide supplementary law enforcement services within the community as approved by the City of Helena.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide police personnel and other resources as deemed necessary in a law enforcement role at functions sponsored by the Extra Duty Employer. Full-time, sworn police officers will be dedicated to this role and shall be provided for the purposes of investigation of criminal activity and law enforcement services. The City shall have exclusive authority to make all personnel decisions pertaining to the employment of officer(s) retained to fill the position(s) described in this paragraph. The Chief of Police will approve any extra duty police work requested by the Extra Duty Employer as well as prohibit any extra police duty. Reasons for prohibited extra duty work may include, but is not limited to, work outside the City of Helena and work that may compromise the Helena Police Department.
2. The Extra Duty Employer shall pay the City for the officer(s) services as outlined in "Addendum A". The City shall have sole responsibility for the payment of salary, benefits and other compensation to the officer(s). Payment shall be made as follows: the City shall forward an itemized invoice to the Extra Duty Employer as indicated in "Addendum C - Preplanned" for the services and the Extra Duty Employer shall pay the City for the services as outlined in the invoice within ten (10) working days after receipt.
3. The City shall keep detailed records regarding dates, times, locations and names of officer(s) providing service for the Extra Duty Employer. These records shall be made available to the Extra Duty Employer upon request.
4. The officer(s) are considered as on-duty for the City of Helena during extra duty work. Officer(s) working extra duty are deemed to be acting within the course and scope of their official duties while fulfilling extra duty assignments within the City of Helena. The duties performed are set forth as authorized and approved within the rules and regulations of the Helena Police

Department S.O.P.'s and as provided by Law. The Extra Duty Employer may request specific, approved law enforcement duties of the officer(s) as long as they are authorized and approved within the rules and regulations of the Helena Police Department S.O.P.'s and as provided by Law. These shall be listed in "Addendum B" if applicable.

5. The number of officer(s) as required by the City for an extra duty assignment shall be listed in "Addendum C".
6. Indemnification - The City assumes full responsibility for the officer(s) performance. The City shall indemnify the Extra Duty Employer against, and hold the Extra Duty Employer harmless from any liability costs, damages, claims, or causes of action which may arise as a result of performance by the City of its responsibilities under the terms of this agreement; provided, however, that the City, its officers and employees shall not assume any liability for acts of the Extra Duty Employer, or any of its officers, employees, or agents.
7. **This agreement shall commence JULY 1, 2022 and expire JUNE 30, 2023.**

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.



Tim Burton, Interim City Manager 6-8-22
Date



Rebecca Dockler, City Attorney 6/7/22
Date



Brett Petty, Interim Chief of Police 6-9-22
Date

Extra Duty Employer Date

INVOICE INFORMATION:

Business Name _____
Contact Individual _____
Address _____
City, State, Zip _____
Telephone Number _____

HELENA POLICE DEPARTMENT

EXTRA POLICE DUTY WORK CONTRACT

"ADDENDUM A"

The Extra Duty Employer shall pay the City of Helena Police Department for officer's services as indicated below:

\$60 per hour, minimum of three hours.

Extra Duty Employers whose business lies outside the Helena City limits or who does not regularly request extra duty officer(s) will be required to submit payment for officer(s) services prior to the officer(s) reporting to the event unless other arrangements have been made.

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EXTRA POLICE DUTY WORK CONTRACT

"ADDENDUM B"

Request of specified, approved law enforcement duties by the Extra Duty Employer.

1. Check in with the individual in charge of the event upon arrival.
2. Assist representatives in keeping all entrances, exits, and stairways clear of people. Charge violators of criminal law if applicable.
3. Be alert to the possibility of riotous conditions developing and act swiftly to prevent such occurrences.
4. Assist representatives in keeping smoking confined to designated areas. Charge violators of criminal law if applicable.
5. Immediately discourage group gatherings during the events.
6. Anyone carrying alcohol into an event or appearing intoxicated will be ejected immediately and charged if applicable.
7. Assist representatives in keeping the event area clear of spectators before, during and after the event. Charge violators of criminal law if applicable.
8. During athletic events, assist representatives in clearing the way for participants and officials to return to their dressing area at half-time and at the conclusion of event. Charge violators of criminal law if applicable.
9. Move with the crowd and remain on duty until the crowd has dispersed.
10. Survey the area with the designated individual in charge after the contest and leave when the designated individual in charge gives permission.
11. If any individual requires assistance, they will indicate so to the police officer.

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"ADDENDUM C - PREPLANNED"

DATE: _____

NUMBER OF OFFICERS: _____

PLAIN CLOTHES OR UNIFORMED: _____

TIME: _____

LOCATION: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

BILLING ADDRESS: _____

Extra Duty Employer may request additional officers besides those listed above.

Extra Duty Employer may request officer(s) for events not listed. Number of officers required shall be mutually agreed upon.

Billing Procedure: Invoices are prepared and submitted the first working day following the event. Full payment to be received within ten (10) working days after receipt of invoice.