

**SALT LAKE CITY POLICE DEPARTMENT
SECONDARY EMPLOYER EMPLOYMENT AGREEMENT**

Salt Lake City police officers and civilian employees may engage in secondary employment under certain conditions. Because of the nature and sensitivity of law enforcement, off-duty officers and civilian employees are required to abide by strict rules and regulations in connection with secondary employment as outlined in department policy. Pertinent regulations are listed below for your reference. In order for a Salt Lake City police officer(s) or a civilian employee(s) to work for you, the secondary employer (hereinafter "employer"), we are supplying this instructional police employer agreement.

Officers and Civilian Employees

1. No police officer or civilian employee shall accept any employment or engage in any business or secondary employment activity which might require or induce that officer or employee to disclose confidential information gained by reason of his/her position with the department nor will any officer or civilian employee accept employment that might impair the independence of judgment in the performance of police related duties.
2. In the event that the officer or employee you have hired suffers an injury while engaged in your employ, you, the secondary employer, will be responsible for worker's compensation costs that arise from that injury (except for an officer exercising some form of police power).
3. As the secondary employer, you agree neither Salt Lake City Corp. nor its agents will be liable for any damages either actual or prospective or residual should the officer or civilian employee fail to appear or perform the services agreed.
4. You, the secondary employer, agree to pay a fuel/equipment surcharge of \$6.00 per work shift of each police officer employed by you beginning August 31, 2009 in order that the police officers can travel to and from the secondary employment in their City-owned vehicle, as required by Salt Lake City Code 2.54.030, as amended in 2009.

Officers Only

1. Secondary employers may not interfere with or restrict an officer in any way from performing the duties of a police officer.
2. Officers will function only in a police capacity and cannot enforce employer rules. Enforcement action will only be taken on violations of law or breaches of the peace or civil disorder.
3. In the event that an emergency response necessitates the officer leaving an assigned post, it should be understood that the period of absence may be short or lengthy depending upon the emergency. The officer's first responsibility in an emergency response situation is to the department not the secondary employer.
4. You, as the secondary employer, also agree to indemnify and hold harmless Salt Lake City Corporation and its agents for any expense, loss, damage, or liability incurred from or arising out of, or due to, or in connection with the actions of an officer working secondary employment for you except in those situations wherein the officer is acting within the scope of enforcing the laws and ordinances of Salt Lake City or the State of Utah, which the officer would otherwise enforce while on or off duty, even if the officer was not secondarily employed by you. (This means that you will be required to indemnify Salt Lake City Corp. and its agents and officers for claims made against them while in your employ, which **do not** involve an incident where a police officer was **acting within his or her official capacity as a police officer.**)

I have read, understand and agree to abide with the conditions set forth in this agreement.

BUSINESS: _____ DATE: _____

BUSINESS ADDRESS: _____ ZIP: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ PHONE: _____