

Call Sign _____

Employer ID _____

Date of Event _____

**Sacramento Sheriff's Department
Off-Duty Employer Application**

Job # _____

District _____

Applicant To Complete

Business or Organization Hiring Officer: _____

Contact Name: _____

Billing Address: _____

City/State/Zip Code: _____

Phone: _____ Alternate Phone: _____ Fax: _____

Address of Event: _____

Person Deputy Reports to (if different from Contact Name): _____

Type of Event: _____ Estimated Attendance: _____

Serving Alcohol: YES NO Music Type: _____

Types of Duties Requested, i.e. general security, fixed post, etc.: General Security

Employer Agreement

Please check all information above for accuracy before signing. Your signature guarantees you will abide by the policies of the Off-Duty Program and pay all fees when billed. Further, you understand that a portion of the fees collected include coverage for worker's compensation, liability and employer contributions for FICA. **As the employer**, you are authorizing the County to collect these contributions and forward the applicable fees to the Social Security Administration on your behalf and to pay the officers for services performed.

Deputies can perform law enforcement functions only, which includes but is not limited to enforcing laws & ordinances; operating a patrol vehicle; responding to complaints; giving information & assistance; making building security inspections; reporting and/or investigating unusual, suspicious or hazardous conditions; interviewing & taking statements from victims, suspects, & witnesses; preparing reports; searching, transporting & booking prisoners. The attached indemnity agreement provides for the County of Sacramento to indemnify the off-duty employer for any losses which arise from the deputy's performance of law enforcement services pursuant to this agreement. The County of Sacramento will not indemnify for activities that are outside the scope of such law enforcement services or which are caused in whole or in part by the off-duty employer. By the attached indemnity agreement, the off-duty employer agrees to indemnify the County of Sacramento for any losses or damages caused in connection with the performance of activities that are outside the scope of law enforcement services provided pursuant to this agreement.

No job will be scheduled until this form, the required fees and signed indemnity agreement is received. We require forty-eight (48) hours notice to cancel this job/contract, otherwise the employer is responsible for paying each scheduled officer the required minimum. **You will be billed for, and agree to pay, any additional hours officers must spend on activities resulting from off-duty work, including but not limited to reports, booking evidence and arrests. There is a \$25.00 charge for returned checks.**

The Off-Duty program makes no guarantee that a deputy will be found to work as requested. The Sheriff's Department may, at its discretion, cancel any or all off-duty jobs at any time due to departmental conflicts.

Employer Name (print)

Employer Signature

Date

For Office Use Only

Date Fees Received _____ Received by _____ Check/Money Order # _____ Invoice # _____

Total Fees Due: _____

Officers	Start	End	Total	Officers	Start	End	Total
			0:00				0:00
Officers	Start	End	Total	Officers	Start	End	Total
			0:00				0:00

of Officers _____ # of Supervisors _____ # of Managers _____ # of Vehicles _____ # Motorcycles _____

Fees:

Officer Cost	Officer(s)	X	hours	X	\$44.07 =	<u> </u>	\$0.00	
Supervisor Cost	Supervisor(s)	X	hours	X	\$47.97 =	<u> </u>	\$0.00	
Manager Cost	Manager(s)	X	hours	X	\$52.27 =	<u> </u>	\$0.00	
Vehicle Fee	Vehicle(s)	X	hours	X	\$9.00 =	<u> </u>	\$0.00	
Motorcycle Fee	Motorcycle(s)	X	hours	X	\$6.10 =	<u> </u>	\$0.00	
Total Fees Due:							<u> </u>	\$0.00

FOR OFFICE USE ONLY

Day of Week	Date	Hours	Officers Assigned
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Check the appropriate Type and justify below

Type 1 _____ Type 2 _____

Division Commander Approval _____ Date _____

Job Details	Specific Officers Requested

Please return completed contract and payment to:

Sacramento County Sheriff's Department
Off Duty Employment
711 G Street, Room 411
Sacramento, CA 95814

Donna Tate
Off Duty Coordinator
(916) 874-5096 fax (916) 498-9382
E-mail: Offduty@sacsheriff.com

INDEMNIFICATION AGREEMENT

Sacramento County shall indemnify, defend and hold harmless _____ ,
(Employer name)

its officers, employees and agents from and against any and all claims, losses liabilities or damages, demands and actions, including payment of reasonable attorney’s fees (“claims”) arising out of or resulting from the performance of law enforcement services rendered pursuant to this Off-Duty Law Enforcement agreement, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission of _____, its officers, employees, and agents.

(Employer name)

_____ shall indemnify, defend and hold harmless
(Employer name)

Sacramento County, its officers, employees and agents from and against any and all claims, losses liabilities or damages, demands and actions, including payment of reasonable attorney’s fees (“claims”) arising out of or resulting from the performance of non-law enforcement services, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission by Sacramento County its officers, employees and agents.

For the purposes of this agreement, the off-duty deputy is not an agent of the County of Sacramento.

Sample

Employer or Agent (Printed) Employer or Agent Signature Date

For – John McGinness, Sheriff

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

JOHN MCGINNESS

Sheriff

Dear Sir or Madam:

On December 21, 2003 The United States Government raised the national threat level from an Elevated to High risk of terrorist attack - or from "Code Yellow" to "Code Orange". The Sacramento Sheriff's Department has formulated responses to the Federal Government's Homeland Security Alert System. If the Federal Government deems that the threat has escalated from "Code Orange" to "Code Red" (the highest threat level), the Sheriff's Department stands ready to deploy all available officers and personnel to address the added security needs of the community. Consequently, all off-duty employment will most likely be cancelled and with very little notice.

We ask for your indulgence and understanding if this should happen. Hopefully, the security of this Country will remain strong and there will never be a need to go to Code Red.

Very truly yours,

JOHN MCGINNESS, SHERIFF

Christine Hess, Chief Deputy
Management & Human Resource Services

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

JOHN MCGINNESS
Sheriff

6/30/2008

Process For Hiring Off-Duty Sheriff's Deputies

Thank you for your interest in the Off-Duty Program. Enclosed are the required forms to hire off-duty deputies. All information requested on the *Off-Duty Employer Application* must be provided and the form must be signed. The back of the form is for the office's use only and should not be completed by the applicant unless otherwise instructed. In addition, pursuant to state law effective January 1, 1998, the enclosed *Indemnification Agreement* must be signed and returned before an off-duty officer can work.

Your signature on the *Employer Application* acknowledges receipt of the Off-Duty policies as well as confirms the date, day and time the deputy(s) should be scheduled. If you did not receive a policy statement, please contact the Off-Duty Office. Also attached is a statement of the fees charged. The basic cost per hour per officer, as well as any additional charges for equipment, if requested or required, will be added as outlined on the cost sheet.

The signed forms and fees must be received in the off-duty office at least ten days prior to your event. Larger jobs, those requiring five or more officers, require more than ten days for scheduling. Contact the Off-Duty Coordinator for additional details.

Officers will not be scheduled until the fees are received. The total amount due can be found on the back of the *Employer Application*. Please make your check or money order payable to the "Sacramento County Sheriff's Department". We cannot accept cash.

Mail your check and the completed forms back to the Sheriff's Department at the address below. Please make sure to send it to the attention of "Off-Duty."

Several changes to the Off-Duty Program took effect January 1, 1998. The fees noted on the back of the *Employer Application* are for both officer pay and county administrative fees. Officers are no longer paid directly by the employer. Should the officer be required to work over the time scheduled, the Off-Duty Office will bill you for that additional cost.

If the date or time listed on the form is incorrect, you may make the necessary corrections directly on the form. Please call the Off-Duty Work Coordinator at 874-5096 if you have any questions.

OFF-DUTY PROGRAM POLICIES

1. Deputies can perform law enforcement functions only.
2. The liability coverage provided by the County **does not** extend to activities which are other than a law enforcement function.
3. No job can begin until the *Indemnification Agreement* and the *Employer Agreement* are signed and returned to the Off-Duty Office.
4. Our minimums are three (3) continuous hours per officer Monday through Thursday, and four continuous (4) hours per officer Friday, Saturday, and Sunday.
5. We require a forty-eight (48) hour notification in order to cancel a job/contract. If enough notice is not given, the employer will be responsible for paying each scheduled officer the required minimum.
6. For officer and public safety, a minimum number of officers per number of attendees at an event is required. We make the determination of how many officers we will require if we accept the job. **This is not a negotiable figure.** In addition, if we receive information that greater numbers of people are expected than was first anticipated, additions will be made in the number of officers assigned.
7. Any time more than four officers are required for an event, the fifth officer will be paid as a supervisor. (Examples: If an event requires five (5) officers, four (4) of these officers would be paid officer pay and one (1) would be paid as a supervisor. If an event requires fifteen (15) officers, three (3) would be supervisors and twelve (12) would be officers.) Note: Supervisors are hired as supervisors. If, for example, only four of the five officers assigned show up, the supervisor must still be paid as a supervisor.
8. Any time more than four supervisors are required for an event, the fifth supervisor will be paid as a manager. (Example: If an event requires twenty-five (25) officers, twenty (20) of these officers would be paid officer pay, four (4) of these officers would be paid supervisor pay, and one (1) would be paid manager pay.) Note: Managers are hired as managers. If, for example, only four of the five supervisors assigned show up, the manager must still be paid as a manager.
9. To ease communications, our staff will deal with one person as a primary contact. One alternate may be selected.
10. **All** schedule changes are to be communicated to the Off-Duty Employment Coordinator, preferably faxed to 498-9382. (Initial requests and cancellations **must** be in writing).
11. Problems with the program or with a deputy should be communicated to the Off-Duty Employment Coordinator or the Off-Duty Employment Supervisor.
12. Officers shall receive compensation for time spent on reports or any other activities resulting from their off-duty employment, including but not limited to report writing, booking evidence and arrests. Sacramento County will not be responsible for paying overtime to officers for any off-duty employment.
13. All authorized off-duty jobs require the private employer's representative to first contact the department's Off-Duty Employment Coordinator (874-5096) with the initial job request. Officers not working in a departmentally sanctioned job are subject to not only disciplinary action, but leave both themselves and their employers open for possible private liability and worker's compensation lawsuits.
14. For one time only jobs, Administrative Fees are due a minimum of 10 days prior to the event. No job will be scheduled until all fees are received.
15. For on-going, long term jobs, a deposit is required before the job is scheduled to start. Thereafter, the Administrative Fees are due 20 days from the invoiced date. A job will be canceled when the account becomes 45 days delinquent.
16. The Sheriff's Department may, at its discretion, cancel any or all Off-Duty jobs at any time due to departmental conflicts.

OFF-DUTY JOB GUIDELINES

Several types of job requests are automatically refused. Following is a list of those jobs.

1. Jobs that are not in the unincorporated areas of Sacramento County (locations within the city limits or other counties, for example).
2. Jobs requesting plain-clothes officers (refer 70 PC).
3. Jobs at commercial businesses, bars, or lounges, inside or outside, whose main source of income is derived from either a “cover charge” or from the sale of alcoholic beverages. (Includes sidewalk and parking lots when the commercial establishment is permanently licensed by Alcoholic Beverage Control).
4. Mobile jobs where an unmarked, private vehicle would be used for patrol or transport. Only marked security vehicles may be used by deputies working off-duty.
5. Jobs with **armed** private security. Note: In cases where officers work with **unarmed** security, private security officers are obligated to take direction from deputies.
6. Jobs involving civil matters (domestic situations, labor disputes, union meetings, landlord/tenant disputes, etc.).
7. Jobs requiring deputies to act in a “bodyguard” capacity.
8. Jobs which constitute a conflict of interest on the part of the officers or the Department.

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT

Costs for Off-Duty Officers

Rates in Effect 07-01-2008

Officer Pay	\$39.07 per hour
Supervisor Pay	\$42.97 per hour
Manager Pay	\$47.27 per hour
Administrative Fee	\$5.00 per hour, per officer
Vehicle Fee	\$9.00 per hour
Motorcycle Fee	\$6.10 per hour