

**NORTH CAROLINA
FORSYTH COUNTY**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, is made and entered into this the _____ day of _____, 20__, by _____, hereinafter known as the “Secondary Employer” and the Town of Kernersville, Kernersville Police Department, hereinafter known as the “Agency.”

WITNESSETH:

WHEREAS, the Secondary Employer and the Agency desire to coordinate and cooperate in the performance of off-duty services to be performed by Officers of the Agency on both a one-time event and on a regular recurring basis; and

WHEREAS, the Secondary Employer and the Agency recognize that such off-duty services imposes unusual constraints and responsibilities on the parties; and

WHEREAS, the Secondary Employer and the Agency recognize that the desire and availability of officers to perform off-duty services is strictly on a voluntary basis and the Agency does not make any representations or guarantees concerning the availability or attendance by Officers of the Agency to engage in such off-duty services;

NOW, THEREFORE, the Secondary Employer and the Agency acknowledge their understanding of the responsibility of each of the parties relating to the performance of off-duty services by officers of the Kernersville Police Department to be as follows:

1. Facilitator of Services: It is understood and agreed that the Agency will serve solely as an administrator of the off-duty services program for the purposes of scheduling officers and facilitating the billing, collection and distribution of funds paid as a result of any off-duty services performed.

2. Date and Location of Services and Number of Officers Requested: It is understood and agreed that the Secondary Employer desires to engage ___ Officers for off-duty services for the following date(s): _____

_____. If the Secondary Employer desires to engage such off-duty services on a regularly recurring basis, then the Secondary Employer requests such off-duty services from _____, 20__ until _____, 20__, on the following days of each week during this period _____

_____.

This recurring provision shall remain in effect for the period stated unless this Memorandum of Understanding is sooner terminated as provided elsewhere in this document. Further, the Secondary Employer requests such off-duty services to be performed at the following times: _____ and at the following location (s) of the Secondary Employer _____.

3. Functions: It is specifically understood and agreed by the Secondary Employer and the Agency that the Secondary Employer is separate from and independent of the Agency, that the functions of such officers while performing off-duty services shall not be outside the scope of Federal, State or Agency laws, rules or regulations and that such employees shall be subject to all laws, rules, regulations and procedures of the United States, State of North Carolina, and the Agency while in the employ of the Secondary Employer.

It is specifically agreed and understood that no police officer performing off-duty services under this Memorandum of Understanding shall assist directly or indirectly any club, restaurant, cabaret, social club or other facility involved in the sale, service, consumption or provision of alcoholic beverages in the enforcement of facility rules, identification card checks, act as a "bouncer" or serve or provide alcoholic beverage to any patron of the business facility. Violation of this provision shall automatically terminate this agreement and all performance obligations of the Agency immediately shall cease.

4. Compensation Rates: It is understood and agreed by the Secondary Employer and the Agency that the following compensation rate shall be used and that unless the services to be performed are within the scope of a category which is specifically initialed by the Secondary Employer and the Agency such services are not performed under the document:

\$30 .00 Per hour or any fraction thereof (increments of .25) for hours worked by each Officer.

\$35.00 Per hour or any fraction thereof (increments of .25) for hours worked only by the Supervising Officer if more than 4 Officers are requested to work.

There will be a minimum 2 hours charged per officer for each work period.

5. Benefits: It is specifically agreed and understood that the Secondary Employer shall provide Workers Compensation Benefits to the officer(s) for the off-duty service periods set out elsewhere in this agreement unless Secondary Employer places his or her initials at the end of this paragraph. _____

6. Payment/Billing: Payment for secondary employment must be made at the time of the request, unless otherwise agreed upon by the Secondary Employer and the Agency. Cash, check or money order is acceptable. Checks must be made payable to the Town of Kernersville. If advance payment is waived by the Agency, which is normally the case, it is specifically agreed and understood that the Agency's designated billing department will invoice the Secondary Employer no more than twice per month and at least once per month for the periods of assignment worked by each officer of the Agency. Payment is due upon receipt of invoice. The officer shall

provide a copy of the hours worked to the designated Agency Secondary Employment Coordinator for record keeping purposes.

The Agency will forward a copy of the record of hours worked to the Agency's billing and finance department. The Agency shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare. The Agency shall be responsible for the preparation, filing and provision to the officer of any W-2 forms for any services performed during a tax year. The Secondary Employer shall be responsible for the payment only for those hours and services performed by the officers on the dates requested. If the officer fails to show or does not complete an assigned period, the Secondary Employer shall be responsible for only those hours worked. Any advance payment made in excess of the actual hours worked shall be returned to the Secondary Employer within 60 days.

No payment will be made directly to an Officer by any Secondary Employer.

7. Assignment: It is specifically agreed and understood by the Secondary Employer and the Agency, that the Agency shall have complete discretion and control over the officer(s) assigned. The Secondary Employer shall be responsible for the assignment of tasks, methods of performance of tasks and other matters relating to the off-duty services. It is understood and agreed that the Secondary Employer requests the following off-duty services to be performed by the officer:

No tasks, functions or work performed by the officer will be inconsistent with the laws, policies, regulations and procedures of the United States, the State of North Carolina or the Agency. If the Secondary Employer becomes dissatisfied with an assigned officer in the performance of his or her assigned duties, the Secondary Employer shall make a written request to the Agency's Secondary Employment Coordinator that the officer no longer be referred to such Secondary Employer and the reasons why the Secondary Employer no longer desires the off-duty services of the named officer. The Agency may refer at its discretion other officer(s) who might be available and have volunteered to perform off-duty services. If the Agency finds there is a shortage of available officers to be assigned for the dates and times requested by the Secondary Employer, the Agency will notify the Secondary Employer as soon as is practical. However, if a scheduled officer fails to report to the designated off-duty services site, the Agency bears no responsibility for such non-appearance and the Secondary Employer is not obligated to pay for those services.

8. Termination: Following acceptance of this Memorandum of Understanding either the Secondary Employer or the Agency may terminate this Memorandum of Understanding upon 72-hours' notice to the other party at the address stated elsewhere in this document. Further, the Agency reserves the right to terminate or suspend further participation in this Memorandum of Understanding on less notice in the event of manpower deficiencies due to unscheduled demands made for public safety. In such event, the Agency may provide notice by any means practical or available including but not limited to telephone, facsimile transmission, electronic transmission or in person.

9. Term: The terms of this Memorandum of Understanding shall remain in effect for 12 months from the date of signing unless sooner terminated by notice given by either party in accordance with paragraph 8 of this Memorandum of Understanding or in the event of a one-time need at the conclusion of the event.

10. Notices: All notices required by this Memorandum of Understanding shall be in writing and shall be given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

Secondary Employer Address/Phone Number

Secondary Employer Billing Address

To the Agency:

Secondary Employment Coordinator
Kernersville Police Department
P.O. Box 728
Kernersville, NC 27285-0728

11. Amendment. This Memorandum of Understanding may be amended by a written amendment approved by the Secondary Employer and the Agency.

12. Indemnification and Hold Harmless: It is specifically agreed and understood by the Secondary Employer and the Agency that the Secondary Employer agrees to indemnify and hold harmless the assigned officer(s) and the Agency for any injuries or damages caused while in the performance of the assigned off-duty services and that in the event any action is brought naming the officer or the Agency that it will defend, hold harmless and indemnify the officer and Agency as a result of any such judgment against such officer and/or the Agency.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed in duplicate originals as of the day and year first written above.

FOR THE SECONDARY EMPLOYER

FOR THE AGENCY

(Name of Company)

(Representative)

Secondary Employment Coordinator

Printed Name:_____

Printed Name:_____

Title:_____

By such signature this person is
authorized to enter into This Understanding.