



Las Cruces Police Department
GENERAL ORDERS
ADMINISTRATION VOLUME 1
GO-155 OUTSIDE, OFF-DUTY, AND EXTRA-DUTY EMPLOYMENT
(Daily)
Revised 06/04/2021

155 OUTSIDE, OFF-DUTY, AND EXTRA-DUTY EMPLOYMENT

PURPOSE

The purpose of this General Order is to provide guidelines and procedures for employees who wish to engage in Outside, Off-Duty, and Extra-Duty Employment.

POLICY

Employees of the Las Cruces Police Department (LCPD) will follow the City of Las Cruces policy for outside employment located in the City's Personnel Manual Section 611. This policy sets further guidelines for outside employment, off-duty, and extra-duty employment.

APPLICABILITY

This General Order applies to all employees of the Las Cruces Police Department.

DEFINITIONS

Outside Employment: Employment obtained by a departmental member which has no potential for use of law enforcement powers, is of a non-police nature or is not related to law enforcement services to include a self-owned business.

Off-Duty Employment: Employment obtained by a departmental member where the actual and potential use of law enforcement services is anticipated, is of a police nature and provides law enforcement services. The employment may be long term in nature, the employee receives compensation by an entity that is not associated with the Las Cruces Police Department and/or the City of Las Cruces to include a self-owned business. It is LCPD policy that a contract between LCPD and the requesting entity is generated whenever a law enforcement service is rendered. Employees are not to accept or solicit assignments directly from an employer or company.

Extra-Duty Employment: Employment obtained by a department member where there is a potential for use of law enforcement powers, is of a police nature and provides law enforcement services; such as traffic control, crowd control and special events. The employment is temporary, and the employee is compensated by the Las Cruces Police Department and/or the City of Las Cruces; in most cases, some type of MOU or agreement is in place. All rules and regulations of the LCPD are followed and will be adhered to as in the normal course of business.



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REFERENCES

- General Order 138 Employee Availability
- CLC Policy 611.7 Outside Employment
- CLC Outside Employment Form 12.16
- LCPOA contract Section 22, Extra Duty Assignment

155.01 REQUIREMENTS FOR OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment only after permission has been granted by the Chief of Police and the City Manager in accordance with Personnel Manual Section 611. Authorization for outside employment can be withdrawn at any time at the discretion of the Chief of Police or City Manager. Outside employment is also subject to Sections 155.02 (G) to (I) below.
- B. Employees serving in the U.S. Armed Forces including the National Guard and Reserves are required to notify the department of their membership status.
- C. Employees are required to update their outside employment status with the Chief's Office every January or when any changes occur.
- D. Outside/Off-Duty Employment is limited to 25 hours per week unless an exception has been made by the City Manager or designee.
- E. Probationary commissioned officers will not be permitted to work outside employment.
- F. Employees will not engage in any outside employment activities while on duty.

155.02 LIMITATIONS FOR OFF-DUTY AND EXTRA-DUTY EMPLOYMENT

- A. Employees assigned to a section which requires their identity as a police officer to not be known are prohibited from engaging in Off-Duty Employment and Extra-Duty Employment.
- B. Probationary commissioned officers will not be permitted to work off-duty employment.
- C. Employees will not be permitted to flex their regular duty day to accommodate off-duty employment.



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- D. Employees will not be permitted to work off-duty or extra-duty employment where the primary business is the sale, transportation or manufacture of alcohol or any adult-oriented business.
- E. Employees will not be permitted to work for a private attorney (criminal or civil)
 - 1. All Expert Testimony and depositions will follow guidelines established in GO 132 EXPERT WITNESS FEES and the Office of the Chief police shall be notified.
- F. Employees will not be permitted to work for an insurance agency, collection agency, bail bond agency, tow service, process server, repossession service, private investigators, private bodyguard, bounty hunter, bouncer or for private security.
- G. Employees are prohibited from accessing/using information obtained through their employment with the Las Cruces Police Department for use in their secondary employment and off-duty employment.
- H. Employees on administrative leave, administrative duty, modified duty assignment (light duty), and workers compensation leave are prohibited from engaging in off-duty employment and extra-duty employment. Outside employment may continue; however, the employee must remain in compliance with work restrictions placed on them by their physician or permission for secondary employment may be revoked by the Chief of Police.
- I. Commissioned employees will not be permitted to work off-duty employment or volunteer for another municipal, state and/or county entity as a law enforcement officer.
- J. No City of Las Cruces equipment shall be used while an employee is working outside the city limits of Las Cruces. This includes, but is not limited to; police departmental badges, weapons, uniforms or vehicles unless written permission is provided by the Chief of Police.

155.02 CONDITIONS TO OFF-DUTY AND EXTRA-DUTY EMPLOYMENT

- A. While working an off-duty assignment, officers will adhere to all Department rules and regulations as if they were on normal duty hours. Violations of this policy may result in disciplinary action and/or loss of off-duty approval as stated in this policy.
- B. Officers working an off-duty assignment requiring a supervisor will be under the command of that supervisor for the duration of the assignment.



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- C. Personnel should report for off-duty assignments on-time. Upon arrival at an off-duty assignment, Officers will:
1. Advise the Mesilla Valley Regional Dispatch Authority (MVRDA) of their assignment either by MDT or voice transmission. This notification will include location, event name if applicable (i.e. "NMSU football game" or similar). Officers will advise MVRDA when they are out of service.
 2. Notify the on-duty supervisor of the assignment, times and location, if the assignment is unsupervised.
 3. Meet with the supervisor/contact person for specific instructions.
 4. If the assignment is unsupervised, the officer will be monitored by the on-duty supervisor in the area. The on-duty supervisor will ensure that officers are properly equipped for their assignment, i.e. traffic vests when directing traffic, etc.
 5. If the assignment is unsupervised, the officer will be corrected by the on-duty supervisor for any minor violations of Department policies/procedures at the time they are discovered. Major infractions will be reported to the officer's supervisor for investigation.
- D. Civilian ride a-longs will not be permitted on any off-duty assignments.
- E. Commissioned employees engaging in off-duty employment will respond to any circumstance occurring in their presence, or within their immediate proximity, which poses a substantial threat of bodily harm, serious damage or loss of property, even though those circumstances may not be regarded as a matter of concern by the employee's off-duty employer. An off-duty employer may not prohibit the commissioned employee from enforcing any violation of state law, municipal law or municipal code.
- F. If an employee owns property and/or acts as a landlord, that officer should not perform any law enforcement related duties on said property.
- G. Employees engaging in off/extra-duty employment may request the assistance of on-duty personnel for transportation of arrested persons, transfer of evidence or for any other officer safety reason. They may not contact on-call personnel until they have briefed an on-duty supervisor and the on-duty supervisor has approved the call out.



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- H. Employees may be called to duty by the Las Cruces Police Department in accordance with G.O. 138.03, Call-Back to Duty. The employee is required to make immediate arrangements with the outside employer for immediate relief of their duties when called to duty by the Las Cruces Police Department.
- I. Police Service Aides may work off duty employment when the duty assignments are in accordance with G.O. 269, PSA. An example would be the employer of the off-duty assignment requesting traffic control for an event. Public Service Aides will adhere to all limitations and conditions outlined within G.O. 155 outside, off-duty, and extra duty employment.

155.03 SUSPENSION/REVOCAION OF GENERAL ORDER 155 PRIVILEGES

- A. Employees who fail to report for off-duty employment or extra-duty employment may face disciplinary action up to and including termination or suspension of outside employment privileges.
- B. If outside employment interferes with the quality or expectation of the employees' position with the City, then authorization of outside employment may be suspended or revoked. Examples include: sleep deprivation, tardiness, decreased work performance, unsatisfactory appraisal, etc.

155.04 EXTRA AND OFF-DUTY ASSIGNMENTS

- A. Extra and Off-Duty assignments will usually be scheduled through the Traffic Section. The section will confer with city personnel and community members when determining the number of officers required for the event. The Traffic Section will follow LCPOA contract Section 22, Extra Duty Assignments, for posting procedures and mandatory assignment of employees. The Traffic Section will coordinate with the requesting entity and city finance to determine the method of payment for the employee(s).
- B. The traffic section will be responsible for maintaining records of extra and off-duty jobs, not all will pertain to certain duty assignments.
 - 1. Date, Time of assignments
 - 2. Names of officers Assigned
 - 3. Eligible and ineligible officers
 - 4. OT cards
 - 5. Extra and Off-Duty contracts and vendor agreements.



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- C. The employee requesting Off-Duty employment will be responsible for coordinating payment with the requesting entity, the employee shall not accept cash payment.
- D. Supervisors must be scheduled for off-duty assignments as follows:
 - 1. Four (4) to eight (8) officers employed at a single event must be supervised by a Sergeant.
 - 2. Nine (9) to fifteen (15) officers employed at a single event must be supervised by multiple supervisors.
 - 3. Certain events may require additional supervision which will be appointed by the Chief of Police or his/her designee.
- E. If officers are unable to fulfill their off-duty assignment, the officer is responsible for finding a replacement and notifying the off-duty coordinator of the change prior to the scheduled time. Officers who are not performing their assigned duties will be subject to suspension of off-duty privileges in accordance with Department policy.

155.05 CONTRACTS AND MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT SERVICES

- A. Entity's requesting services of law enforcement personnel for Off-Duty employment will submit to the LCPD Traffic Section a Law Enforcement Services Request Form (**Attachment A**) outlining their request. The Traffic Section will review the request and confer with the Chief of Police or his designee when determining the number of officers and/or supervisors required for the request. The Traffic Section may deny the assignment if the entity is unwilling to comply with the recommendation. If the request is approved, the Law Enforcement Services Agreement for Approval.
- B. It is Department policy that a contract or a Memorandum of Understanding is generated whenever a law enforcement service is rendered to an outside entity(s). This section does not include Memorandums of Understanding (MOUs) entered by the City and/or Collective Bargaining units or concerning collective bargaining issues.
 - 1. Personnel must have prior written approval from the Chief of Police when it becomes necessary to enter into an agreement to provide a law enforcement service.
 - 2. When drafting a contract or M.O.U., the following requirements must be included but are not limited to:
 - a. A list of specific services to be provided.



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- b. Specific language addressing financial agreements.
- c. Specific records maintained by the provider agency concerning the services.
- d. Specific language that addresses the duration, modification, termination of the agreement, indemnification and insurance coverage.
- e. Specific language addressing any legal contingencies.
- f. The stipulation that the provider maintains control over its personnel.
- g. Arrangements for the use of equipment and facilities.
- h. A procedure for review and revision of the agreement, if needed.
- i. Employment rights of personnel assigned under a contract for law enforcement services are not abridged by the provider agency.

Attachment A:

LAW ENFORCEMENT SERVICES AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20__ by and between the City of Las Cruces, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City") and _____ of _____ (address), _____, New Mexico (hereinafter referred to as the ("Requesting Entity")).

IN CONSIDERATION OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Request for Services

- A. Subject to availability, the City, through the Las Cruces Police Department (LCPD) will furnish properly trained and equipped law enforcement personnel to provide specified law enforcement services to the Requesting Entity.
- B. Requesting Entity shall complete a Law Enforcement Services Request Form which shall identify the number of personnel requested, the date(s) and time that the Requesting Entity would like the services provided and describing specifically the services requested. The LCPD shall review the Request Form and approve or deny the request, at its discretion. If approved, the Assignment Schedule shall be posted for available officers and the Request Form will be incorporated as part of this Agreement as Attachment A.
- C. Upon approval, LCPD will identify the number and rank of officers to be provided, the location of their posts, the hours of duty and any special instructions specific to the assignment to ensure the safety of the officers and public.
- D. The parties agree that the law enforcement personnel assigned, may, at the discretion of the LCPD Chief of Police, or his/her designee, be recalled, at any time, without notice, to respond to the emergency public safety needs of the City. In addition, the parties agree that officers shall have the right to leave their posts assigned under this Agreement to respond to a call for assistance from an injured officer, a crime in progress in the vicinity, or similar emergency. The City shall not be liable to Requesting Entity for any damage or loss resulting from the absence of an officer from his/her post due to such circumstances.

2. Services to be provided by Law Enforcement Personnel

The assigned law enforcement personnel shall provide enforcement of New Mexico State laws and City ordinances. The law enforcement personnel shall perform the duties described in Attachment A, which general duties may include the following:

- A. Traffic control for purposes of ingress and egress from Requesting Entity's functions or events;

- B. Crowd control;
- C. Preservation of the peace on Requesting Entity's property;
- D. Standby status for enhanced response time for reports of crimes in progress
- E. Conducting regularly scheduled tours of Requesting Entity's building(s), checking all gates, doors, windows, and lights;
- F. Filing a police report of criminal activities when reasonably prudent; and
- G. Any other services related to the performance of law enforcement services (but specifically excluding activities that would normally be performed by Security or Loss Control companies or personnel).

3. Law Enforcement Personnel Performance

- A. Law enforcement personnel shall perform services in accordance with the LCPD's general orders, standard operating procedures, and training.
- B. All services shall be performed within the Las Cruces city limits.

4. Term of Agreement

The term of this Agreement shall commence on _____, 20____, and shall continue until _____, 20____, subject to the right of either party to terminate this Agreement with a fifteen day (15) written notice to the other.

5. Compensation

- A. Requesting Entity shall make direct payment to the LCPD personnel performing the Outside Employment at the minimum rate set out hereto, and incorporated in the Assignment Schedule as Attachment B, subject to a two-hour minimum. The officer performing the Outside Employment is solely responsible for tax withholding and filing of all personal tax documents. Payment to the officer shall be made within fourteen (14) days of the performance of the Outside Employment and it is the responsibility of the officer to provide current contact and payment information to the Requesting Entity.
- B. The Requesting Entity shall pay the City for any costs associated with damage to City property or equipment, and the costs for vehicle usage in the event City vehicles are required to perform the services requested. Payment for vehicle usage shall be made separately to the City along with a 10% administrative fee for the processing of paperwork related to the provision of services under this Agreement. If a vehicle is

required for the service requested, the city shall be paid \$10.00 per hour of service per vehicle.

- C. The Administrative and vehicle usage fee shall be paid directly to the LCPD within fourteen (14) days of approval for Outside Employment. Requesting Entity agrees to pay daily interest on any invoiced amount which has not been paid within thirty (30) days after the date of such invoice, at the lesser of: (i) eighteen percent (18%) per annum of (ii) the highest rate permitted under applicable law.

6. Limitation of Liability

As between the parties, each party acknowledges and represents that it will be responsible, to the extent of its negligence, for liability arising from personal injury or damage to persons or property occasioned by its employees or agents. The liability of the City shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

Requesting Entity shall indemnify, defend, and hold harmless the City from and against all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Requesting Entity, its officers, employees, agents, or representatives in the performance of services or activities under this Agreement.

7. Workers Compensation Coverage

The Requesting Entity is required to maintain Workers' Compensation insurance and LCPD employees are considered employees of the Requesting Entity for the purposes of the New Mexico Workers' Compensation laws. Any injuries to those employees resulting from the Outside Employment are the responsibility of the Requesting Entity.

Officers are provided workers' compensation coverage by the City when they are required to leave their Outside Employment post and are taking law enforcement action which arises, provided that the officer is acting within the course and scope of his or her duties as an LCPD Officer (that is, taking official police action in the enforcement of local, state and federal laws and ordinances).

A Certificate of Insurance must be filed with the LCPD Outside Employment Coordinator and prior to the commencement of any staffing under this agreement reflecting in force statutory coverage for Workers' Compensation Insurance and Employers' Liability.

8. General Liability Insurance Coverage

General Liability Insurance Coverage is mandatory with bodily injury and personal injury limits no less than one million (\$1,000,000) per occurrence. If there is a third-party claim arising out of the use of the officers, the claim and any associated expenses is the responsibility of the requesting entity. A Certificate of Insurance naming the City as an additional insured must be filed with the LCPD Outside Employment Coordinator prior to the commencement of any staffing under this agreement. Coverage Provided by the Requesting Entity under this section must be primary and non-contributory over any other available coverage.

9. Miscellaneous

- A. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- B. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. Changes to the Assignment Schedule, attached hereto as Attachment B, shall become effective upon execution by the LCPD Chief of Police, or designee, the City Manager, if applicable and the Requesting Entity, or designee.
- C. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- D. It is agreed that the terms of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico.
- E. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- F. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- G. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of the Agreement.

10. Facsimile/Electronic Signature

A signature sent via facsimile or electronically shall have the same legal effect as if the Original has been signed in person.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed in Las Cruces, New Mexico, on the date indicated above.

CITY OF LAS CRUCES:

REQUESTING ENTITY:

Approved by:

LCPD Chief of Police or Designee Date

Approved by:

City Manager or Designee Date

Federal Tax ID: _____

Address: _____

Signature Date

LAW ENFORCEMENT SERVICES REQUEST FORM (Exhibit A)

Requests for Officers may be made by email or faxing the following information:

Name of Company: _____ Date of Request _____

Address: _____

City: _____ State: _____

Authorized Individual Making Request Printed: _____

Authorized Individual Signature/ Title _____

Phone Number: _____

Location of Service Request: _____

Event/Location Contact Person: _____

Cell Phone Number: _____

Type of Event Please Mark All Applicable Options:

Traffic Control _____ ITC Intermediate Traffic Control _____

Inside Security _____ Estimated Attendance _____ Type of Venue _____

Outside Security _____ Estimated Attendance _____ Type of Venue _____

Escort _____ Pedestrian Crossing _____

Day(s) of the week: _____ Date(s): _____

Beginning Time: _____ End Time: _____

of Hours: _____ # of Officers Requested: _____

Will alcohol be served/sold at the event? _____

Minimum Rate of pay for OUTSIDE EMPLOYMENT:

1. Officer – Police Service Aide/ \$40.00 per hour
2. Sergeant / \$50.00 per hour
3. Lieutenant and above/ \$60.00 per hour

ASSIGNMENT SCHEDULE (Exhibit B)

Supervisors must be scheduled for off-duty assignments as follows:

1. Four (4) to eight (8) officers employed at a single event must be supervised by a Sergeant.
2. Nine (9) to fifteen (15) officers employed at a single event must be supervised by multiple supervisors.
3. Certain events may require a Lieutenant and this determination will be made by the Chief of Police or his designee.

(The following to be completed by LCPD)

Location of Service Request:

Event/Location Contact Person:

Cell Phone Number:

of Officers Assigned: _____

of Supervisors Assigned: _____