



KARA M. RILEY
CHIEF OF POLICE

2021 OFF-DUTY AGREEMENT

TO: Off-Duty Employer
FROM: Oro Valley Police Department and Extra Duty Solutions
RE: Off-Duty Requirements and Agreements

The following requirements are necessary for the hiring of the Oro Valley Police Department Officers for off-duty work:

1. Proof of General Liability insurance policy in the amount of two (2) million dollars, making the Town of Oro Valley an "additional insured party" to the policy, which includes all applicable departments.
2. If the Oro Valley Police Department is providing off-duty officers as part of a special event, they are covered under the Certificate of Insurance provided to the Town for the special event.
3. We require a minimum of three (3) business days prior notice for job requests to be staffed and all required paperwork must be received by the Office of Professional Standards prior to assigning officers to the job. If the Department receives less than three (3) business days' notice to fill an assignment, officers will receive \$60.00 per hour per officer.
4. We require payment to each individual officer. Payment is due at the off-duty employer's next regular pay period or no later than two (2) weeks of the date of the off-duty job, whichever occurs first.
5. Hourly pay rates are as follows:
 - Officer \$40.00
 - Sergeant \$45.00 (if acting in a supervisory capacity)
 - Lieutenant \$50.00 (if acting in a supervisory capacity)
 Holiday pay rate for all of the above is time and one half of regular off-duty rate.
 The following holidays are recognized as eligible for holiday pay rate: New Year's Eve, New Year's Day, Civil Rights' Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday pay rate.
 As a general rule, one (1) sergeant is required for every five (5) officers assigned.
6. All jobs have a four (4) hour minimum. If cancellation is necessary, notification must be made one (1) business day prior to the job or a four (4) hour minimum will be charged per officer.
7. At the discretion of the Office of Professional Standards Lieutenant, employers requesting officers to remain at the job more than one (1) hour beyond the scheduled time will be subject to an increased pay rate of one- and one-half times the regular rate.
8. In certain situations, marked patrol units may be requested or determined to be necessary for the safety of all parties. The mileage rate will be billed in accordance to the IRS mileage reimbursement allowance at the time services were rendered, in addition to \$2.50 per hour per vehicle used. You will be informed at the time of agreement what the vehicle costs may be, pending mileage computation.
9. When public safety is a concern, the Chief of Police or her designee reserves the right to adjust the staffing and duties of the officers.
10. A 10% administration fee will be added to all invoices.

I have read and agree to abide by all items listed above.

Signature, title and date: _____

Print company name: _____



How to Hire Off-Duty Police Officers



**OFF DUTY
MANAGEMENT**
PEOPLE • PROCESS • TECHNOLOGY



The Tucson Police Department has partnered with **Off Duty Management** to provide services related to hiring off-duty officers.

You may request to hire off-duty police officers for security through their web-based service, [OfficerTRAK®](#), or by calling the toll-free number below.

Off Duty Management provides the following to the customer:

- Online access to information through the OfficerTRAK® software including:
 - Job-status
 - Officer attendance
 - Field notes and media files
 - Post orders and instructions
 - Past and future shift information
- Full liability coverage for the customer, the agency, and the officer
- 24/7 customer service through their toll-free number
- Dedicated point of contact for scheduling and invoicing
- Officer payroll

Organizations that have recurring needs for off-duty officers can establish an account and schedule billing cycles with **Off-Duty Management**.

Prohibited Off-Duty Employment *:

- Officers may not be hired for an event in which armed private security personnel will be present.

- Officers may not provide civil legal services or act as a witness to civil legal proceedings.
- Officers may not be hired for an event where they would be a private bodyguard or bouncer.
- Officers may not be hired where alcoholic beverages are the principal business and may be permitted upon approval of the Chief of Police or designee.

*** PLEASE NOTE:** the above list is not an all-inclusive and questions regarding permitted activity should be forwarded to **Off Duty Management**.

RATES:

Title	Current Vendor Rate	New Vendor Rate
Officer	\$46.40	\$55.68
Sergeant	\$52.20	\$61.48
Commander	\$58.00	\$67.28
Officer Holiday	\$69.60	\$83.52
Sergeant Holiday	\$78.30	\$92.22
Commander Holiday	\$87.00	\$100.92
Officer Emergency	\$69.60	\$83.52
Sergeant Emergency	\$78.30	\$92.22
Commander Emergency	\$87.00	\$100.92
Vehicle Use	\$29.92	\$15.00

new rates go into effect on July 18, 2021.

- 3 Hours minimum per request
- 72 hours prior to shift start required per request.
- 5 or more officers requested will require a Sergeant as the 5th officer.
- 16 or more officers requested will require a Commander as the 16th Officer.

In the event that a City police officer is not available to work, a traffic control position, the Chief of Police or designee may allow a community service officer to fill that job.

* Holiday Rates apply 0000-2359 hours on New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

** Emergency rate applies when a request is received less than 48 hours prior to the start of the shift.

- Requests that require vehicles will require an additional 30 minutes allotted for vehicle pick up and return to the station.

YOU CAN REQUEST SERVICE OR OBTAIN A QUOTE THE FOLLOWING WAYS:

VISIT THE OFFICERTRAK® WEBSITE LINK:

<https://odm.officertrak.com/Tucson-AZ-PD>

OR

CALL OFF DUTY MANAGEMENT 24/7 TOLL-FREE AT 1-877-636-8300

Cancellation Policy:

1. Once an assignment has been approved and scheduled; Customer canceling or reducing an assignment shall pay the full ODM Administrative fees for the first 24 hours of the original assignment.
2. Customer canceling or reducing an assignment within 24 hours of the start of the assignment shall pay the greater of officers hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment. Admin fees depend on the coverage and can range from \$6.40 - \$12 per hour.

Contact Information

Emergency: 911

Non-Emergency: (520) 791-4444

Related Links

88-CRIME

(520) 88-CRIME

(520) 882-7463

HRD/Recruiting

(520) 791-COPS (2677) Fax (520) 791-5604



Tucson Police Department

[Login / Sign Up](#)

 Username *

 Password *



[Login](#)

[Forgot Password?](#)

Hire A Certified Police Officer

- To submit a request for service, please choose the option '**Sign Up**' and complete the information in all the sections of the request.
- If you are already registered in OfficerTRAK®, please choose the option '**Login**' and enter your email address and password to access your account.
- Please complete all the information; if you are an individual and do not have a company please use your first and last names as the Company Name.

Have a question about your request?

Please call (877) 636-8300 for assistance.

[Rates & Billing Terms](#)

[Prohibited Off Duty Employment](#)





Rates:

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Officer	\$46.40
Sergeant	\$52.20
Commander	\$58.00
Officer Holiday*	\$69.60
Sergeant Holiday*	\$78.30
Commander Holiday*	\$87.00
Officer Emergency**	\$69.60
Sergeant Emergency**	\$78.30
Commander Emergency**	\$87.00
Vehicle Constant Usage	\$29.92
Vehicle Static Usage	\$7.25

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- 72 hours prior to shift start required per request.
- 5 or more officers requested will require a Sergeant as the 5th officer.
- 16 or more officers requested will require a Commander as the 16th Officer.

In the event that a City police officer is not available to work, a traffic control position, the Chief of Police or designee may allow a community service officer to fill that job.

*Holiday Rates apply: 0000-2359 hours on New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

**Emergency rate applies when a request is received less than 48 hours prior to the start of the shift.

Requests that require vehicles will require additional 30 minutes allotted for vehicle pickup and return to station.

- *Vehicle Constant use is defined as the vehicle being driven or idled for 75% or more of the shift.*
- *Vehicle Static use means the vehicle is driven or idled for less than 75% of the shift.*

Billing & Payment Terms:

Vendors acknowledge that Off Duty Management (ODM) will charge the officer's hourly pay rates listed above per assignment, and any applicable administrative as specified in the applicable Statement of Work. ODM reserves the right to require vendors to either prepay or pay by credit card for the services requested, including any applicable administrative fees. The vendor shall pay ODM's invoice(s) within thirty (30) days after the date that the vendor receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of vendor's facilities following ODM's provision of at least two (2) days' notice to vendor.

- All Credit Card Payments: For vendors paying by credit or debit card there will be an additional 3.3% fee for that payment method.

These additional fees cover credit card and processing fees.

- Please note, if there are any overages for a particular assignment and the vendor prepaid, ODM will send a link for the remaining balance for the vendor to complete payment.

Cancellation:

1. Once an assignment has been approved and scheduled; vendor canceling or reducing an assignment shall pay the full ODM Administrative fees for the first 24 hours of the original assignment.
2. Vendor canceling or reducing an assignment within 24 hours of the start of the assignment shall pay the greater of officers hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment. Admin fees depend on the coverage and can range from \$6.40 - \$12 per hour.



TERMS OF USE

1. Applicability:

(a) The Terms of Use ("**Terms**") govern the provision of Application Services and Security Services (collectively "**Services**") between you ("**Vendor**" or "**you**") and OFF-DUTY SERVICES, INC. ("**Off-Duty Services**").

(b) These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

YOUR ACCESS AND USE OF THE SERVICES CONSTITUTE YOUR AGREEMENT TO BE BOUND BY THESE TERMS, WHICH ESTABLISH A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND SERVICE PROVIDER. BY ACCESSING AND USING THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

2. The Services

The Services constitute Application Services and Security Services. Application Services constitute a technology platform that enable users of Off-Duty Services' mobile applications or websites, provided as part of the Services (collectively, "**Application**"), to arrange and schedule Security Services.

Security Services may be provided by third party Security Service Providers affiliated with Off-Duty Services (a "**Security Service Provider**"), including but not limited to off-duty police officers employed by a law enforcement agency.

3. License

Subject to these Terms, Off-Duty Services grants you a limited, non-exclusive, and non-transferable license to:

(a) Download, install, and use the Application for your personal, non-commercial use on a mobile device owned or otherwise controlled by you ("**Mobile Device**"); and

(b) Access, stream, download, and use on such Mobile Device, information made available in or otherwise accessible through the Application, strictly in accordance with these Terms.

4. Reservation Of Rights

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under these Terms, or any other rights thereto, other than to use the Application in accordance with the license granted, and subject to the terms, conditions, and restrictions, under these Terms. Off-Duty Services reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted under these Terms.

5. Collection Of Information

You acknowledge that when you download, install, or use the Application, Off-Duty Services may collect information that you provide directly to Off-Duty Services, or information that you provide through use of the Services provided by Off-Duty Services.

Information that is provided directly to Off-Duty Services may include, but is not limited to, identifying information such as name, residential address, mailing address, phone number, email address, and a payment method.

Information that is provided through use of the Services may include, but is not limited to, location information, transaction information, usage and preference information, device information, and log information pertaining to when and how you interact with the Services.

6. Use Of Information

Off-Duty Services may use the information we collect about you to provide, maintain, and improve the Services, including, for example, to facilitate payments, send receipts, facilitate communications between you and Security Service Providers, provide vendor support, send Updates and administrative messages.

Off-Duty Services may share the information we collect about you:

- With Security Service Providers to enable performance of the Security Services that you request;
- With a law enforcement agency employer of a Security Service Provider; and
- With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with applicable laws or these Terms.

7. Updates

Off-Duty Services may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Off-Duty Services has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet, either:

(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

8. Your Use Of The Services

To use most aspects of the Services, you are required to register and maintain a user account ("**Account**"). You must be of the age of legal majority in your jurisdiction to obtain an Account. Account registration requires you to submit to Off-Duty Services personal information as well as at least one valid payment method. You agree to maintain accurate, complete, and up-to-date information in your Account. Failure to do so may result in your inability to access and use the Services. You are responsible for all activity that occurs under your Account.

9. Payment

Off-Duty Services may charge you for the Security Services you receive from a Security Service Provider via use of the Application Services. Off-Duty Services will facilitate your payment of the applicable charges to the Security Service Provider. Payment of the charges in such manner shall be considered the same as payment made directly by you to the Security Service Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Off-Duty Services.

10. Disclaimer Of Warranties

THE APPLICATION IS PROVIDED TO THE VENDOR "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OFF-DUTY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, OFF-DUTY SERVICES PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11.Limitation Of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OFF-DUTY SERVICES HAVE ANY LIABILITY FOR NEGLIGENT ACTIONS OR INACTIONS ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE SERVICES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR OFF-DUTY SERVICES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12.Indemnification

You agree to indemnify, defend, and hold harmless Off-Duty Services and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application, Services, or your breach of these Terms, including but not limited to the content you submit or make available through this Application.

13.Severability

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original provision and all other provisions of these Terms will continue in full force and effect.

14.Governing Law

These Terms are governed by and construed in accordance with the internal laws of the **State of Texas** without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15.Dispute Resolution (Arbitration)

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "**Disputes**") will be settled by binding arbitration between

you and Off-Duty Services, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Off-Duty Services are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding.



Prohibited Off Duty Employment*:

- Officers may not be hired for an event in which armed private security personnel will be present.
- Officers may not provide civil legal services or act as a witness to civil legal proceedings.
- Officers may not be hired for an event where they would be a private bodyguard or bouncer.
- Officers may not be hired where alcoholic beverages are the principal business and may be permitted upon approval of the Chief of Police or designee.

**Please Note: the above list is not an all-inclusive and questions regarding permitted activity should be forwarded to Off Duty Management.*



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758
Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

Contact Information

Off-Duty Coordinator: (520) 351-4629

Off-Duty Email: offduty@sheriff.pima.gov

Off-Duty Supervisor: (520) 351-6240

Off-Duty Fax: (520) 351-4902

OFF-DUTY WORK REGULATIONS

1. Receipt of the following documents are required before a request may be processed:
 - ▶ Certificate of Insurance policy listing **Pima County and its Districts**, 1750 East Benson Highway, Tucson, Arizona 85714 as an **Additional Insured**. Required limits, per occurrence, are:
 - General Liability**, to include Bodily Injury and Property Damage
 - One (1) million dollars – Security only
 - Two (2) million dollars – Traffic control and any event with alcohol
 - Automobile Liability** – One (1) million dollars (only required if Department vehicles are requested)
 - ▶ Pima County Sheriff's Department forms – sign and return:
 - Off-Duty Indemnification Agreement
 - Off-Duty Work Regulations
2. A minimum of two (2) business days' notice is required for all off-duty requests. This includes receipt of all required documents as noted above.
3. The use of Department vehicles, motorcycles, and bicycles requires approval by the Sheriff's Department.
4. All jobs are subject to approval of the Sheriff's Department. Final decision regarding the number of deputies and vehicles (if applicable) required for an off-duty job will be made by the Pima County Sheriff's Department.
5. Private security (i.e., Arizona Rangers, Securitas), working in conjunction with off-duty deputies, shall be unarmed.
6. The Sheriff may determine at any time that all deputies are needed for regular police duty and are not permitted to perform off-duty work.
7. We cannot guarantee that an off-duty assignment will be filled. Operational necessity of the Pima County Sheriff's Department is our main priority.
8. Allow authorized Sheriff's Department personnel access to payroll / payment records regarding off-duty employment.
9. **Pay Rate Schedule – Effective January 1, 2018** (All rates are subject to change.)

Deputy:	\$	per hour
Sergeant:	\$	per hour
Lieutenant:	\$	per hour

 - ▶ Three (3) hour minimum charge, per person, for all jobs.
 - ▶ Checks shall be payable to each individual person.
10. **Administrative Fee and Vehicle rates – Effective January 1, 2018** (All rates are subject to change.)
 - Administrative Fee:**
 - \$1.00 per hour for every man-hour invoiced
 - Vehicles** (if applicable):
 - \$2.00 per hour
 - \$1.00 per mile – round trip Includes miles traveled to and from the off-duty job.
 - ▶ Check shall be payable to Pima County.
11. A separate invoice will be submitted for fees owed to Pima County. (Separate from personnel costs.)
12. All payment / checks are to be mailed to the address directed on the invoice.

I have read and understand the above listed regulations.

Signature: _____

Date: _____

Name of Organization: _____

Phone: _____

Contact for Invoice: _____

Email: _____

Phone: _____



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758

Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

OFF-DUTY INDEMNIFICATION AGREEMENT

The following agreement is made in consideration for all Deputy Sheriff(s) agreeing to perform security and/or traffic control related tasks for the below named contractor during their off-duty hours.

The below named contractor hereby agrees to indemnify, defend and hold harmless Pima County, its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising from, in connection with, caused by or resulting from any alleged act or omission of a Deputy Sheriff occurring at the direction of and within the scope of his or her employment, or authorization by said contractor, except for claims arising from the use of police power.

This agreement covers all Pima County Sheriff's Deputies who are employed by:

Contractor Name: _____

Type / Print Signer's Name: _____ Date: _____

Signature: _____, who is

- A sole proprietor
- A partner, duly authorized to sign
- A corporate officer, duly authorized to sign
- Duly authorized by the limited liability company
- Duly authorized by the governmental entity

Witnessed by: _____

For the Pima County Sheriff's Department:

By: _____

Date: _____