



KARA M. RILEY
CHIEF OF POLICE

2023 Off-Duty Agreement – Effective April 1, 2023

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 hiring the Oro Valley Police Department Officers for off-duty work:

1. Proof of a 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 the 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 time and one half of the regular off-duty rate.
4. We require payment to each individual officer. Payment is due at the time of the off-duty employer’s next regular pay period or no later than two (2) weeks past the date of the off-duty job, whichever occurs first.
5. Hourly pay rates are as follows:
 - Officer \$62
 - Sergeant \$67 (if acting in a supervisory capacity)
 - Lieutenant \$72 (if acting in a supervisory capacity)
 - Holiday pay rate for all above 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, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday rate for the entirety of the shift.
 - 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 Executive Officer 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 (1 ½) times the regular rate.
8. In certain situations, marked patrol units may be requested or determined to be necessary for the safety of all the parties. The mileage rate will be billed in accordance to the IRS mileage reimbursement allowance at the time services are 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: _____

ADDITIONAL TERMS AND CONDITIONS

The customer submitting this order (the “**Customer**”) agrees to all of the following additional terms and conditions:

1. For purposes of these terms and conditions, the following terms have the following meanings:

a. “**Company**” means Hart Halsey LLC, a Connecticut limited liability company, d/b/a Extra Duty Solutions.

b. “**Company Parties**” means the Company and its managers, members, managing directors, directors, officers, employees, agents, subsidiaries, affiliates, and representatives.

c. “**Municipal Employee**” means any off-duty police or law enforcement officer or other employee or representative of a Municipality.

d. “**Municipality**” means the town, township, borough, village, city, hamlet, census designated place, subdivision, municipality, county, state, or federal jurisdiction; or agency, department, division, public school or college, public corporation, or board in or of any of the foregoing; with whom the Customer has contracted for provision of the Services.

e. “**Services**” means the presence of one or more Municipal Employees at a site, project, event, party, or affair of the Customer.

2. The Company will not be providing, and has no duty or obligation to provide, any Services to the Customer. The Customer expressly understands and agrees that the Company has no control over the performance of the Services, which are planned, directed, and performed under the exclusive discretion and control of the Municipality. The Company’s only role is the administrative tasks of facilitating the Customer’s request for the Services and collecting payment from the Customer for such Services on behalf of the Municipality.

3. The Customer further expressly understands and agrees that the Municipal Employees do not work for the Company, and the Company cannot compel any particular Municipal Employee to appear for a particular engagement. The Company is an independent contractor that provides administrative services to the Municipality. Accordingly, the Company makes no guaranty that the Services will be provided.

4. WAIVER OF CLAIMS: The Company Parties are not responsible for any actions, omissions, or breaches of contract of the Municipality or Municipal Employees; and the Customer hereby waives, releases the Company Parties from, and covenants not to sue the Company Parties in connection with, any future claim relating to any action, omission, or breach of contract of the Municipality. By way of example, this means that the Customer shall have no recourse against the Company Parties in the event that (a) any Municipal Employee fails to appear, or to timely appear, at the Customer’s location, (b) any Municipal Employee commits any crime, tort, or other improper action while performing the Services or while otherwise present at the Customer’s location, (c) any Municipal Employee fails to adequately perform Services for the Customer, (d) the Customer incurs any damages or liability as a result of the conduct of a Municipal Employee, or (e) the Municipality breaches its contract with the Customer.

5. CLASS ACTION WAIVER: Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer agrees that it may not bring any claim against the Company other than in the Customer’s individual capacity. This means that the Customer is waiving its right to

bring a claim against the Company as a plaintiff or class member in any purported class or representative action.

6. LIMITATION OF LIABILITY: Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer hereby waives the right to seek or recover indirect, consequential, or punitive damages against the Company Parties. In no event shall the Company Parties' liability to the Customer—either individually or collectively—exceed the Company's administrative fee collected in connection with the engagement.

7. INDEMNIFICATION: Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer shall indemnify, defend, and hold harmless the Company Parties from and against any and all liabilities, costs, damages, claims, judgments, and demands incurred by any of the Company Parties that relate to (a) the Services, (b) the Customer's site, project, event, party, or affair, and/or (c) any action or inaction of the Customer or any of its agents, employees, officers, or representatives.

8. All fees for the Services are set by the subject Municipality, and may be increased by the Municipality at any time, without advance notice to the Customer. In such event, the Customer shall be solely responsible for the increased fees. Additionally, it is possible that the Company may have to satisfy a request for Services in a particular Municipality with employees of a nearby Municipality, which may charge higher fees. In such event, the Customer shall be solely responsible for the higher fees charged by the nearby Municipality.

9. In its discretion, a Municipality may require a law enforcement vehicle to be present at a particular engagement, regardless of whether it is ordered by the Customer. In such event, the Customer shall nevertheless be required to pay for the presence of the law enforcement vehicle.

10. Along with each invoice payment to the Company, the Customer shall include an additional payment in an amount equal to the total unreimbursed charges incurred by the Company relating to any procurement or accounts-payable system utilized by the Customer.

11. The Customer shall make all payments for the Services directly to the Company, and shall be personally liable to the Company for such payments. Payments made directly to the Municipality or to any municipal employee shall not reduce the Customer's obligation to the Company. The Customer may not offset any payment it owes to the Company by the amount of any liability of the Municipality to the Customer. Without limiting anything contained in the immediately preceding sentence, the Customer shall be deemed to have waived any defenses or other objections to any invoices of the Company that the Customer does not set forth in writing to the Company within five (5) days of receipt of such invoice.

12. The Company will, to the extent requested by the Customer, use reasonable efforts to obtain a voucher or job slip from the Municipal Employee(s) performing Services for the Customer; provided, however, that the Company's failure to obtain such voucher or job slip shall not be a defense to the Customer's nonpayment of an invoice, nor shall it entitle the Customer to any credit or refund from the Company.

13. The Customer shall make all payments owed to the Company by no later than the date set forth on the invoice issued to the Customer by the Company, currently 30 days from invoice date.

14. By providing payment method information in the form of either credit card or bank account, the Customer has authorized the Company to charge the designated payment method for all invoices not paid by the due date.

15. If payment is not received by the due date, the Company reserves the right to accrue, invoice and charge interest at the rate of (1%) percent per month. The Company may also take additional actions at to collect overdue amounts, including but not limited to, engaging collection agencies or pursuing legal remedies. The Customer is responsible for all reasonable collection costs incurred by The Company.

16. In the event that any suit or action is instituted to enforce any provision in these terms and conditions, the Customer shall reimburse the Company for the Company's reasonable attorneys' fees and costs incurred in connection with such action including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

17. In order to modify or cancel a particular engagement for Services, the Customer must provide written notice to the Company, not the Municipality. Any requested modification or cancellation made to the Municipality or after the deadline to modify or cancel will not be recognized and may result in additional fees or charges to the Customer.

18. By agreeing to these terms and conditions, the Customer acknowledges and agrees that these terms and conditions shall apply to all future orders for Services made by the Customer to the Company in connection with any Municipality, whether submitted electronically, by telephone, or otherwise. **This includes but is not limited to the Waiver of Claims, Class Action Waiver, Limitation of Liability, and Indemnification provisions sets forth herein.**

19. In submitting its order for the Services and entering into a contract with the Municipality, the Customer acknowledges and agrees that it is not relying on any representations or warranties of any of the Company Parties. The Customer acknowledges and agrees that the Company Parties have not made any representations or warranties of any kind to the Customer. These terms and conditions constitute the entire agreement between the Customer and the Company.

20. The unenforceability of any of these additional terms and conditions shall not affect the enforceability of the remainder of these additional terms and conditions.

21. These additional terms and conditions shall be governed by the law of the State of Connecticut, without regard to its conflict of law principles. The Customer expressly agrees that courts of competent jurisdiction located in Connecticut shall have personal jurisdiction over the Customer for any action by or against the Company Parties arising out of or in connection with these terms and conditions and/or the engagement, and courts of competent jurisdiction located in the State of Connecticut shall be the sole and exclusive venue for any such action.

22. By submitting its order, the Customer expressly acknowledges and agrees that (i) it has carefully read and understands these terms and conditions, (ii) it has had the opportunity to engage the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof, (iii) the meaning and effect of the various terms and provision hereof have been fully explained to it, (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand these terms and conditions and the transactions contemplated hereby, and (v) it has agreed to these terms and conditions of its own free will.

BY SUBMITTING ITS ORDER AND ELECTRONICALLY AGREEING TO THESE TERMS AND CONDITIONS THE CUSTOMER EXPRESSLY ACKNOWLEDGES ITS RECEIPT AND

UNDERSTANDING OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.