

## TERMS AND CONDITIONS

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

- a. **"Vendor"** means individual or company requesting off duty law enforcement Officers through Off Duty Management, Inc. (ODM)
- b. **"Agency"** means Municipality that Vendor is requesting service from through Off Duty Management, Inc. (ODM)

The Vendor is submitting this request to Off Duty Management, Inc (ODM) so that ODM will provide certain services to the Vendor of a security, patrol, or traffic control nature at Vendor's designated location with authorized Agency personnel based on the terms and conditions hereinafter set forth in this Agreement:

1. Services. ODM shall, during the term of this Agreement, and following the execution of this Agreement by Vendor, manage Vendor's request for off duty law enforcement, including but not limited to requests for security posts, patrols, and traffic control at Vendor's designated location. ODM shall furnish to Vendor law enforcement personnel to work off duty assignments at Vendor's event or business location according to submitted request. ODM will receive Vendor's requests for services, coordinate and schedule with agency for the assignment of off duty law enforcement personnel to meet Vendor's request for services as well as ensuring request falls in line with governing Agency's policy and regulations. Then confirm the assignment of personnel to Vendor's designated location and invoice or have Vendor prepay for the requested services. The services furnished by ODM hereunder shall commence on the date stated in the submitted OfficerTRAK® request. ODM's role is to facilitate the Vendor's request for the services and to collect payment from the Vendor for such services. Therefore, ODM does not guarantee the staffing of Vendor requests. Vendors will have OfficerTRAK® account access which will reflect real-time staffing information for their request. It is the Vendor's responsibility to access this information for all updates to staffing needs for the request. 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.
2. Rates: Rates are set and approved by the agency and are subject to change. Additionally, it is possible that ODM may suggest the option to satisfy a request for services with an Agency with law enforcement officers from a neighboring ODM Agency, which may charge higher fees. In such an event, the Vendor shall be notified in advance and must give approval in writing for a higher rate. An Agency may require a law enforcement vehicle or a supervising law enforcement officer to be present at a particular assignment, regardless of whether it is ordered by the Vendor. In those instances, the Vendor will be required to pay for these types of changes in their service request. If a law enforcement officer is required or requested to extend the shift for any reason, the Vendor agrees to pay the additional charges for such time. When submitting a request, if the Vendor submits incorrect information on original request and notifies ODM with correct information at a later time, any charges incurred by ODM for staffing incorrect shifts will be billed to the Vendor. If a law enforcement officer is required or requested to extend the shift for any reason, the Vendor agrees to pay the additional charges for such time.

Title	Total Hourly Rate
Officer	\$64.11
Sergeant*	\$72.48
Commander*	\$80.84
Officer Holiday**	\$96.17
Sergeant Holiday**	\$108.71
Commander Holiday**	\$121.26

Officer Emergency***	\$96.17
Sergeant Emergency***	\$108.71
Commander Emergency***	\$121.26
Vehicle	\$15.00

**Major Civic Events, and Road Construction/Point Control:**

Title	Total Hourly Rate
Officer	\$72.48
Sergeant*	\$80.84
Commander*	\$89.20
Officer Holiday**	\$108.71
Sergeant Holiday**	\$121.26
Commander Holiday**	\$133.80
Officer Emergency***	\$108.71
Sergeant Emergency***	\$121.26
Commander Emergency***	\$133.80

**Vendor Identified Critical Need:**

Title	Total Hourly Rate
Officer	\$78.05
Sergeant*	\$86.41
Commander*	\$94.78
Officer Holiday**	\$117.08
Sergeant Holiday**	\$129.62
Commander Holiday**	\$142.16
Officer Emergency***	\$117.08
Sergeant Emergency***	\$129.62
Commander Emergency***	\$142.16

- 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.

**\*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.**

**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.**

**Major Civic Events were identified based on common criteria sets and focus on the below factors:**

- 1) The extent of planning that goes into the event both internally and externally
  - 2) The number of special duty officers needed for the event to be completed safely
  - 3) The need for Emergency Management/Special Events Section to deploy assets (barricades, intel, attendance at pre-planning meetings)
  - 4) The need for other police resources to safely complete the event (bomb sweeps, QRF and command post)
  - 5) The size of expected crowds/potential for violence, injury, or terrorism
  - 6) The length of the event (multiple shifts or over several days)
  - 7) The impact to the normal flow of traffic caused by the event
3. Invoicing and Payment. ODM reserves the right to require Vendors to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. IF the Vendor is invoiced, the Vendor shall pay ODM's invoice(s) within thirty (30) days after the date that 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.
- Credit Card Payments: For Vendors paying by credit or debit card there will be an additional 3.0% fee.
  - 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.
4. Cancellation: Once an assignment has been approved and scheduled, Vendors canceling or reducing assignments are required to pay the full ODM administration fees for the first 24 hours of the original assignment. Vendors canceling or reducing assignment within 24 hours of the start of the assignment are required to pay the greater of officer 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.
5. Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to principles of conflicts of law thereof.
6. Insurance. ODM shall at its expense, maintain General Liability and Employers' Liability Insurance. It is agreed and understood, that ODM is not an insurer of the property or persons at the location where Personnel assigned by ODM are providing services to Vendor. Vendor understands and acknowledges that ODM does not warrant or guarantee that the Personnel assigned to Vendor will

detect or prevent all criminal conduct at Vendor's event or location. Accordingly, ODM undertakes no liability to Vendor and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in loss or damage. In case a claim is made by any person, entity or corporation, including Vendor, against ODM, the Vendor shall not be entitled to retain the amount of any such claim out of monies due or owing ODM hereunder. The services provided under this Agreement are solely for the benefit of Vendor and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary, or otherwise.

**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.