



DANIEL G. SHARP
CHIEF OF POLICE

OFF-DUTY AGREEMENT

TO: Off-Duty Employer
FROM: Cassidy Sumpter, Off-Duty Coordinator
DATE: July 1, 2014
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 a General Liability insurance policy in the amount of one (1) million dollars, making the Oro Valley Police Department an "additional insured party" to the policy.
2. The Oro Valley Police Department security related off-duty indemnification form (101-OD) must be filled out and signed by the employer or representative prior to scheduling officers and the start of the job.
3. The off-duty employer must include workers compensation insurance coverage to cover officers for injuries not covered under the Town of Oro Valley workers compensation policy up to the limitations of the policy. The Town of Oro Valley workers compensation policy will cover an officer off-duty who is injured in the performance of a police function or injured while traveling directly to or from work as a peace officer (A.R.S. 23-1021.01).
4. 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 \$60.00 per hour per officer.
5. We require payment to each individual officer. Payment is due at the off-duty employer's next regular pay period or no event later than two (2) weeks of the date of the off-duty job, whichever occurs first.
6. 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 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 Years Day, Civil Rights' Day, Presidents' 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.
7. 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.
8. 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 (1 ½) times the regular rate.
9. 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.
10. When public safety is a concern, the Chief of Police or his designee reserves the right to adjust the staffing and duties of the officers.

I have read and agree to abide by all ten (10) items listed above.

Signature, title and date: _____

Print Company Name: _____

Oro Valley Police Department Security-Related Off- Duty Employment Agreement

The following agreement is made in consideration of the below named Police Officer (s) agreeing to perform security-related tasks for the below named employer or contractor during said Officer's off-duty hours.

The below named employer or contractor agrees that he will indemnify, save harmless, and defend the scheduled Officer (s) and the Town of Oro Valley and all of its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising out of any alleged act or omission of said Officer (s) occurring at the direction of and within the scope of his employment, authorization by said employers or contractor, except for property damage resulting from the police power by the scheduled Officer(s).

This agreement will cover all Oro Valley Police Officers who are employed by:

Employer or Contractor name (printed)

Employer or Contractor signature and date

Oro Valley Police Department Representative signature and date

Departmental use only:

Received by: _____

Date: _____