



## Acknowledgement of Secondary Employer

Entered into this \_\_\_ Day of \_\_\_\_\_, 20\_\_ Between:

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(Full name and address of business to include any "DBA")

("Contractor"), and the Colerain Township, acting by and through the Colerain Police Department, located at 4200 Springdale Road, Cincinnati Ohio, 45251 ("Township")

The Contractor and the Township desire to enter into this Agreement for the purpose of allowing Colerain Police Department sworn officers to provide security and/or traffic control services at various locations throughout Colerain Township for an agreed upon hourly wage, pursuant to the Terms and Conditions of this Agreement.

### TERMS AND CONDITIONS

*The parties agree to the following Terms and Conditions:*

1. Unless terminated earlier pursuant to paragraph #6, this Agreement will expire one year after signature. Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason. For renewal of this Agreement, please contact the Colerain Police Department Off-Duty Detail Coordinator.
2. All off-duty work activities of Colerain Police personnel are conditioned upon the receipt of prior approval from the Chief of Police, or designee, to engage in said off-duty work activities.
3. This Agreement must be executed by both parties **prior** to any staffing of Colerain Police personnel to any off-duty location. Staffing arrangements can be made by contacting the Colerain Police Off-Duty Detail Coordinator. The Coordinator can be contacted at 513-321-COPS (2677) during business hours.
4. All off-duty work under this Agreement will be arranged with the Colerain Police Off-Duty Detail Coordinator only.
5. All Colerain Police employees stationed at off-duty work locations pursuant to this Agreement are subject to mobilization by Colerain Police in the event of an emergency, or pursuant to Colerain Police bona fide staffing needs. The supervisor on duty shall determine the need to use personnel assigned to off-duty work based on the best interests of Colerain Township.
6. The Chief of Police or designee may cancel or terminate any off-duty work assignment under this Agreement whenever necessitated by virtue of a police or community emergency, and for any other situations where, under the circumstances, said cancellation or termination is deemed appropriate by the Chief of Police or designee.
7. All off-duty work assignments under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by Colerain Township.
8. Pursuant to Colerain Police Policy 3.22, approved by the Colerain Township Board of Trustees, physical arrests made by Colerain Police officers working an off-duty detail will arrange transportation of their prisoner with the on-duty supervisor. The detail officer will not leave the detail to transport the prisoner unless extreme workload prohibits an on-duty officer from transporting that prisoner. Compensation for court appearances directly arising from the officers' duties working at the off-duty detail are the responsibility of the contractor at the following rates:

**Police Officer: \$51.00 per each hour for a minimum of two hours**

**Sergeant: \$66.30 per each hour for a minimum of two hours**

9. The Township will invoice the contractor for these expenses by the end of that month. Any officer appearing on other, non-contractor related cases, at the same time as the contractor's case will negate this fee.
10. All off-duty work locations pursuant to this Agreement are subject to onsite inspection and review by the Chief of Police or designee. The Chief of Police or designee has the right to view and assess the demeanor of all Colerain Police employees stationed at any off-duty work location to ensure it is in keeping with the standards imposed upon officers during their regular-duty employment or time of volunteering.
11. The Contractor will provide to the Department the following information:
  - Name of the Company for which the work will be performed,
  - Date, to include the month, date, year, and day of the week,
  - Approximate start and end times,
  - Location of the job (address or cross streets),
  - Total number of officers and/or supervisors working the job,
  - If a marked patrol vehicle is needed,
  - Type of duties, either traffic control or security,
  - Onsite contact name and phone number,
  - Requestor information to include Company name, and name and contact phone number for responsible party to be invoiced,
12. The Contractor must give at least forty-eight (48) hours advance notice of the need for all off-duty work requests. Requests with less than a forty-eight (48) hour notice will be considered a late request and the Contractor must pay an additional fee of \$5.00 per hour (see paragraph #20). The late request fee is paid to the assigned Colerain Police employee working the off-duty job.
13. The Contractor will incur a minimum charge of four (3) hours for any off-duty work; the hourly rate for each hour will be calculated pursuant to the schedule in paragraph #20 of this Agreement.
14. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Township, its officers, employees and agents ("Indemnified Parties"), for, from and against any and all losses, claims, damages, and liabilities, including reasonable attorney fees and/or litigation expenses, made under any theory of liability whatsoever ("Claims") relating to, arising out of, caused by or based upon any act or omission in connection with the work or services performed under this Agreement. The amount and type of insurance coverage requirements will in no way be construed as limiting the scope of indemnity.
15. The contractor is responsible for providing the officer a "W9" for tax purposes and the Township has no responsibility to remove taxes or make any other deduction from the payment provided to the officer from the contractor. The officer working the off-duty detail is an independent contractor and is responsible for the payment of all applicable taxes.
16. Following is the fee schedule for all off-duty work pursuant to this Agreement:

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| <b>Police Officer</b>  | <b>\$40.00 per hour Traffic Control</b> |
| <b>Police Officer</b>  | <b>\$40.00 per hour Security</b>        |
| <b>Police Supervisor (required when 4 or more officers are needed)</b> | <b>\$45.00 per hour</b>                 |
| <b>Late-Request Fee per Employee (less than 48-hour notice)</b>        | <b>\$5.00 per hour</b>                  |
| <b>Marked Patrol Vehicle(s) (see paragraph #21)</b>                    | <b>\$25.00 per hour</b>                 |
| <b>Holiday Details (any "bank" holiday)</b>                            | <b>\$ Rate+ 10.00<br/>per hour</b>      |
17. All traffic-related jobs require the use of a marked patrol vehicle. Use of a marked patrol vehicle is not authorized for any job outside Colerain Township.

- 18. Officers/supervisors who are issued a **portable digital recording device (Axon body camera)** will be required to use their device when working extra-/off-duty jobs.
- 19. Officers will not be permitted to work any off-duty detail at an establishment with a permanent liquor permit. They are not permitted to handle or transport cash and/or checks at any time. They are not permitted to make “bank drops” but can escort contractors’ personnel if pre-arranged in the agreement.
- 20. Checks to Colerain Police personnel for payment of off-duty work under this Agreement must be **made payable to each individual employee**. Checks for the Marked Patrol Vehicle Usage Fee must be made payable to Colerain Township Police. Checks must be mailed to the following address:

Colerain Police Department  
 4200 Springdale Road  
 Colerain Township, Ohio 45251  
 ATTN: Off-Duty Detail Coordinator

- 21. Payment for each contracted officer and to Colerain Township must be received within thirty (30) days of the off-duty detail date. Payments received after thirty (30) days are considered late. The Contractor must pay a penalty fee of five (5) percent of the original amount to each contracted off-duty officer, and to Colerain Township for the Marked Patrol Vehicle Usage Fee for every thirty (30) days the payment is late. Payment of an amount which is less than the invoiced amount constitutes a late payment.
- 22. The Contractor must notify the Colerain Police Off-Duty Detail Coordinator at least twenty-four (24) hours prior to the cancellation of any off-duty work assignment under this Agreement. Notice must be personally verbalized **and/or** received in writing 24 hours prior to the detail. Voice mail or other messages are insufficient. Colerain Police personnel should be contacted in the following order until personal contact is established: (1) Colerain Police Off-Duty Detail Coordinator (customarily staffed Mon-Fri, 8am – 4pm); (2) Colerain Police On-Duty Supervisor (24/7). Written notice may be hand delivered at the address listed in paragraph #24, or emailed to the Colerain Police Off-Duty Work Coordinator. Failure to adhere to the twenty-four (24) hour cancellation requirement will result in a charge to the Contractor of the minimum four (3) hour fee.
- 23. The Contractor must complete all of the following information **prior** to the approval of any off-duty work assignment under this Agreement:
- 24. The Contractor certifies that they have sufficient worker’s compensation insurance (either private or through the State of Ohio) to cover an injury or death sustained by the officer during the execution of duties directed by the Contractor, outside those duties required of the officer by law (making arrests for a violation of the Ohio Revised Code or exercising their police powers as required by Ohio law).

**CONTRACTOR NAME (AUTHORIZED REPRESENTATIVE)**

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| <b>PHONE</b> | <b>FAX</b> |
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**EMAIL**

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**BILL TO**

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Scope of Duties:

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Date and Hours to be Worked: \_\_\_\_\_

**AGREED AND UNDERSTOOD:**

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
, CHIEF OF POLICE (OR DESIGNEE) SIGNATURE

\_\_\_\_\_  
DATE