



TERMS AND CONDITIONS GOVERNING THE CITY OF HENDERSONVILLE EXTRA-DUTY OFFICER ASSIGNMENT PROGRAM



1. Applicant acknowledges and agrees that they are entering into a contract with the City of Hendersonville, and that their bargained for consideration in this contract is the City's permission and consent to allow Applicant to employ one or more off-duty police officers for the dates and times, and at the locations indicated on the application. Off-duty officers will work as independent contractor employees of Applicant. Applicant, and not the City, shall be responsible for compliance with all IRS regulations regarding issuance of required income tax documentation. If an officer is scheduled for an off-duty assignment and does not report at the appointed date and time, the employer should notify the watch commander immediately at (828) 697-3025. However, the City shall not be responsible or liable for any officer's failure to appear for an off-duty assignment, and Applicant specifically releases and waives any and all claims or causes of actions against the City for such nonappearance by an officer, regardless of the cause of the nonappearance. Such nonappearance shall not be a default or breach of this Contract by the City.
2. Regardless of their employment by the Applicant for an off-duty assignment, all off-duty officers shall be and remain subject to Hendersonville Police Department policies. Applicant has no authority over police personnel and is restricted to providing only a general assignment of duties to be performed by the officer. Officers must confine their duties to those of a law enforcement nature; and officers cannot enforce the rules and regulations of the employer that are not otherwise a violation of law. Applicant acknowledges and agrees that officers to not have the same authority over private property that the Applicant or Applicant's other employees have. The officer's actions are limited ONLY to any breach of the peace or violation of law.
3. Officers will not regulate entry into a facility or venue; officers will not check identification and/or entry tickets, operate metal detectors or perform searches of people coming into a business or event, question persons about the validity of their presence at the address indicated in the application above, or ask persons to leave any of the foregoing without Applicant or another employee of Applicant being present that has asked the person to leave.
4. Applicant agrees to pay the City's published approved rate of pay for each officer employed, plus any administrative fees imposed or authorized by the City. A minimum of three hours shall be paid for each officer for each off-duty assignment/date worked, regardless of the actual number of hours worked. As an example, if on June 17th, Applicant requested two off-duty officers for a two-hour event, a total of 6 hours pay would be due – 3 for each officer. The City reserves the right to change rates and administrative fees at any time. Administrative fees are intended to compensate the City for the officer's use of City-provided equipment and supplies in the performance of off-duty work for the Applicant, and to pay the City's cost of administering the off-duty officer program, including but not limited to the fees charged by a third party administrator.
5. The City has contracted with a third-party administrator who will schedule and invoice Applicant for officer hours worked and administrative fees owed to the City. In such event, the third party-administrator will act as a pass-through entity for purposes of paying the officers and the City's fees on behalf of Applicant. Applicant, and not the City, will still remain responsible for issuing all tax documentation (such as 1099s) for the officers that work off-duty assignments for the Applicant. Applicant shall, at the City's request, provide all time and pay records for any or all officers working off-duty assignments for Applicant.
6. Off-duty assignments may be cancelled by the Applicant or an officer before the scheduled time that the off-duty assignment was to be performed. Cancellations by the Applicant received by the City less than 24 hours before the scheduled time shall be billed at the 3-hour minimum per officer that had been requested for the off-duty assignment, and the City's administrative fee will still be due and payable. Reasonable effort will be made to reassign an officer from the City for the off-duty assignment, but City shall not be liable nor in default or breach of this Contract if a replacement officer is not assigned.
7. Secondary employment is voluntary on the part of the officers and is performed during an officer's time-off from the Hendersonville Police Department. Therefore, the City makes no guarantees that requested off-duty assignments will be filled. The City reserves the right to assign any officer to a requested off-duty assignment.
8. Applicant understands and agrees that off-duty officers may be activated by the City to an on-duty status at any time and pulled away from the off-duty assignments. In this event, officers will only be paid for the actual hours worked for the Applicant, and Applicant will not be subject to the three-hour minimum for such activated officers.
9. Applicant agrees to promptly provide all supplementary information requested by the Hendersonville Police Department or the assigned officer related to an off-duty assignment, including but not limited to, anticipated attendance, whether alcohol will be served (and if so a copy of their ABC permit), etc.

10. Applicant shall be required to maintain and have in effect at all times for all off-duty assignments a comprehensive general liability policy covering the organization's activities or events for which the off-duty officer is being assigned, naming the City and the City's officers, public officials and employees, including officers working off-duty assignments, as additional insureds under the policy. Such coverage shall include combined single limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate coverage. Applicant shall also be required to maintain workers' compensation insurance with limits of coverage equal to or greater than those required by the North Carolina General Statutes. Prior to any extra-duty assignment being fulfilled by the City, the Applicant must have on file with the Hendersonville Police Department a valid, unexpired, Certificate of Insurance, naming the City as the Certificate Holder, indicating that the required coverages are in effect, including the required additional insureds.
11. Violation of these terms and conditions, or of the Hendersonville Police Department policies shall result in City's having the right to terminate this agreement and to disqualify Applicant from being eligible for any and all future off-duty assignments. For purposes of this paragraph, such disqualification may, in the City's sole discretion, extend to any of Applicant's managers, officers or employees.
12. Applicant shall indemnify and hold harmless the City, its officers, employees and public officials, including officers working off-duty assignments, from any and all claims for personal injury or property damage by third parties resulting in any manner from the activities or events for which the off-duty assignment(s) is made, other than such claims resulting solely from the negligence of the City, its officers, employees, or public officials, including officers working off-duty assignments. Applicant's duty to indemnify shall include all liabilities, costs and, expenses, of whatsoever kind or nature, that may be incurred by or assessed against the City, its officers, employees and public officials, including but not limited to reasonable attorney's fees. Applicant's duty to indemnify and hold harmless shall survive any termination of this Contract.
13. Nothing herein is intended to, nor shall it operate, so as to waive any sovereign, public official, or governmental immunity, qualified immunity, or the public duty doctrine, by the City of Hendersonville, its police department, officers, public officials and employees, including officers working off-duty assignments.
14. All officers will perform their off-duty assignment in uniform, using a marked police vehicle unless another arrangement is approved, in advance, in writing, by the Hendersonville Police Chief. The City will remain responsible for damage or loss to Hendersonville Police Department vehicles while such vehicles are being used within the course and scope of the off-duty assignment or are being transported to or from the off-duty assignment location by Hendersonville police officers.
15. Applicant hereby forever releases, discharges and waives any claims Applicant may have in law, or equity, contract or tort, against the City, its agents and employees, including any officer(s) performing an off-duty assignment for Applicant, in all of the foregoing's official and individual capacities, for actions or omissions of any Officer performed in the course and scope of the off-duty assignment, including but not limited to the officer(s)' failure to detect or prevent criminal conduct by third parties while performing the off-duty assignment.
16. This contract may be terminated at any time by either party hereto by written notice, delivered to the other party. Termination of this contract shall not relieve the Applicant of its obligations herein for claims and causes of action arising during and subsequent to the performance of off-duty assignments by an officer.
17. This contract shall be binding upon the successors and assigns of the parties hereto. There are no third-party beneficiaries under this Agreement except officers with respect to any off-duty assignment performed for Applicant under this Contract.
18. This contract shall be governed by North Carolina law. This agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein, and it may not be changed or amended except in writing, signed by all parties hereto. Exclusive venue shall lie in Henderson County, North Carolina.
19. This agreement shall be deemed severable in that a declaration by a court of competent jurisdiction that any term, phrase, sentence or paragraph of this agreement is void, unenforceable or without effect, shall not affect the validity or enforceability of the remaining provisions.
20. Applicant shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors. With the execution of the Application, Applicant certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List, and that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List.