



Fraternal Order of Police Mesa Lodge 9

Walter Vance
President

Mike Ramirez
Secretary

Extra-Duty, LLC
ATTN: Anthony Rojas, General Manager
207 N. Gilbert Rd., Suite 001
Gilbert, Arizona 85234

March 23rd, 2017

Dear Mr. Rojas,

It has come to our attention that you are the General Manager and Owner of Extra-Duty, LLC, a company contracted by the City of Mesa to manage off-duty employment operations within the city. We serve as Executive Board members of the Mesa Fraternal Order of Police ("FOP") Lodge 9, and we welcome your partnership with the City. Because we represent a large portion of sworn police officers within the City of Mesa, an agreement governing off-duty employment is of significant interest to our organization. In total, the FOP represents approximately 330,000 sworn police officers nationwide, with over 8,000 in Arizona alone. The FOP is committed to protecting the rights of police officers through education, legislation, community involvement, and employee representation.

We reviewed the contract you entered into with the City of Mesa (City of Mesa Agreement No. 2016275) and we have some concerns. Specifically, the contract states that Extra-Duty's "minimum qualifications" include a requirement to "Pay officers performing off-duty jobs all gross wages within two weeks of completion of a job" (*see* exhibit A, paragraph 2, subparagraph c). We recently received several complaints, with supporting documentation, from Mesa police officers concerning the fact that Extra-Duty failed to pay their gross wages within two weeks of completion of an off-duty job, a clear violation of Extra-Duty's contract with the City of Mesa.

As you know, in a recent telephone conversation with an Executive Board member, you admitted you were unable to pay Mesa police officers promptly and as required under the contract because you have not received payment from your customers, and you admitted you were unable to "float" payroll because you lack the financial resources to do so. Notably, the contract requires Extra-Duty to furnish its own resources (*see* paragraph 2, "Scope of Work"). It is therefore improper for Extra-Duty to balance its checkbook on the backs of Mesa police officers who already fulfilled their end of the bargain, yet are forced to wait for untimely payment.

Please consider this letter as a good-faith effort to resolve any breach of your contractual obligation to pay Mesa police officers in a timely manner. Be advised that if this issue is not remedied immediately, we will forward this matter to our attorneys to ensure that Mesa police officers' rights are protected and they are paid pursuant to the terms of the contract.

Respectfully,


Walter Vance

President Mesa FOP Lodge 9

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