

**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: June 20, 2019

TITLE: Approval of Oro Valley Police Department, Tucson Police Department and Pima County Sheriff's Department Agreements for Special Duty Law Enforcement Services.

BACKGROUND:

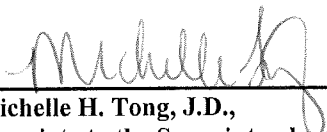
On May 7, 2019, the Board approved sole source procurement for police services rendered within the jurisdictions of City of Tucson, the Town of Oro Valley and the Pima County Sheriff's Department.

Specific approval is now sought for these entities' Special Duty Agreements for the 2019-2020 fiscal year, attached for the Board's review.

RECOMMENDATION:

The administration recommends approval of the attached Special Duty Agreements for the Oro Valley Police Department; the Pima County Sheriff's Department; and the Tucson Police Department.

INITIATED BY:



Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: May 23, 2019



Todd A. Jaeger, J.D., Superintendent



DANIEL G. SHARP
CHIEF OF POLICE

2017 OFF-DUTY AGREEMENT

TO: Off-Duty Employer
FROM: Cassidy Davidson, Off-Duty Coordinator
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 two (2) million dollars, making the Town of Oro Valley an "additional insured party" to the policy, which includes all applicable departments.
2. If the Oro Valley Police Department is providing off-duty officers as part of a special event, they are covered under the Certificate of Insurance provided to the Town for the special event.
3. 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.
4. 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.
5. 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 Year's 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.
6. 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.
7. 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.
8. 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.
9. 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 items listed above.

Signature, title and date: _____

Print Company Name: _____

AGREEMENT REGARDING SPECIAL DUTY POLICE SERVICES

This is an Agreement between the City of Tucson, Arizona, hereafter referred to as the "City", and Amphitheater Unified School District No. 10 of Pima County Arizona, hereafter referred to as the "Employer".

I. Purpose

The purpose of this Agreement is to authorize Employer to employ off-duty City police officers and Community Service officers to perform special duty police services ("special duty") as defined in Article VIII of the Tucson City Code.

II. Term

This Agreement shall be in effect for a term, not to exceed one year, commencing at midnight on July 1, 2019, and ending at 23:59 hours (11:59 p.m.) on 06/30/2020 except that any special duty police services commenced prior to that expiration time, but concluded afterward, shall be subject to the terms of this Agreement.

III. Scope of Services

To the extent that City police officers and Community Service officers voluntarily indicate their willingness to participate, the Police Chief will authorize City police officers to perform special duty services for Employer. In the event that the requisite number of Tucson police officers or community service officers fail to volunteer to perform a special duty assignment, the City will use its best efforts to promptly notify Employer. 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. This will be at the discretion and direction of the Chief and CSO's will only be utilized for traffic control positions. For the purposes of this document, all reference to City police officers shall also include community service officers. It is understood and agreed that the Police Chief, or designee, in their sole discretion, will determine whether a specific officer will be available at any time for special duty. It is further agreed that the Police Chief or designee may determine at any time that all City police officers are needed to perform regular police duty, and cannot be permitted to perform special duty until the Police Chief determines that the public interest allows for it. Employer further understands that City police officers may from time to time be called to perform regular police duty while engaged in a special duty assignment. City will make reasonable efforts to ensure this occurs only on a de minimis basis. Any event that requires barricade plans, traffic control, or is supplemented with private security requires review and approval by the Tucson Police Department in advance of the event. Upon a determination by the Chief of Police or designee that event plans or any situation at an ongoing event results in an unsafe or adverse condition that affects public safety, the Tucson Police Department reserves the right to terminate the event until the safety concerns have been resolved.

IV. Third Party Rights

This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits, or privilege of any third party or parties, including, but not limited to employees of either party.

V. Supervision and Command

In order to ensure proper supervision of an event, every fifth (5th) officer employed by Employer for special duty on the same date, at the same address, and for a single event

must be a Tucson Police Department Sergeant. If more than fifteen officers are employed by Employer for special duty on the same date, at the same address, and for a single event, the sixteenth (16th) officer employed must be a Tucson Police Department Commander. Any exceptions must be authorized in advance by the Police Chief or designee. Additional supervisory and/or command personnel may be required in extraordinary circumstances, determined on a case- by-case basis and subject to a supplemental schedule to this Agreement.

VI. Payment Schedule

Employer will pay the City, upon proper billing and verification, the amount due for special duty according to the rate schedule listed below:

Police Officer/Community Service Officer \$43.00 per hour	\$61.76 per hour (less than 48 hours of notice)
Police Sergeant \$48.00 per hour	\$69.26 per hour (less than 48 hours of notice)
Police Commander \$53.00 per hour	\$76.76 per hour (less than 48 hours of notice)

Except as specified in this paragraph, required under Paragraph VI, or specified in a supplemental schedule to this Agreement signed by both parties, the amount billed Employer for special duty will be at the rate charged for a police officer. Requests for services received and acknowledged within forty-eight (48) hours of the start of the request for services will be billed at the last minute rate of pay for the particular rank required or requested. The 48-hour period shall apply to normal business hours only (Monday through Friday, 8:00 am – 5:00 pm MST) and shall not include weekend or holiday periods when the Special Duty Office is closed. The above rates will be billed at the last minute rate in the event the same officer works for Employer in excess of forty (40) hours during any one work week. The workweek is deemed to commence at 0000 on Sunday and conclude at 2359 hours (11:59 pm) on the following Saturday.

The above rates are billed at the last minute rate of pay for the particular rank required or requested for any special duty employment occurring between 0001 hours (12:01 am) through 2359 hours (11:59 p.m.) on Thanksgiving Day, December 24th (Christmas Eve) December 25th (Christmas Day) and 1800 hours (6:00 p.m.) on December 31st through 2359 (11:59 p.m.) on January 1st (New Year's Day). If a special duty job begins during these hours, the entire job shall be paid the last minute rate. Employer further agrees that no payment will be tendered directly to any City police officer for special duty services.

In the event that an employee contracted for special duty becomes involved in a situation that requires the completion of departmental reports, citations, or other required documents, Employer will be billed for actual time spent completing these documents and any associated tasks.

VII. Compliance with Police Procedures

Employer hereby agrees to comply with Tucson Police Department rules, regulations, policies and procedures relating to secondary employment that affect Employer, copies of which are available upon request.

VIII. Equipment

When requested by Employer and determined by the Police Department not to conflict

with the needs of regular duty police services, the City will furnish the following specialized equipment for use by City police officers according to the schedule listed below. Employer agrees, upon proper billing and verification, to remit to the City the following amount due for specialized equipment use:

Police Patrol Vehicle Constant Use \$25.79 per hour	Non-Constant Use :\$6.25 per hour
Police Motorcycle Constant Use \$25.79 per hour	Non-Constant Use :\$6.25 per hour
Police CP Motor Home Constant Use \$25.79 per hour	Non-Constant Use :\$6.25 per hour

**Constant use is defined as the vehicle being driven or idled for 75% or more of the shift. Non-Constant use means the vehicle is being driven or idled for less than 75% of the shift. If exceptions arise the Employer can discuss first with Special Duty, who can then seek approval from the Chief of Police or his designee.*

**When Employer requests any of the above equipment, Employer will be billed an additional thirty (30) minutes to allow for the pickup and drop off of the police equipment. This will consist of fifteen (15) minutes prior to the start of the shift, and fifteen (15) minutes after the shift ends. If the job concludes 30 minutes or more prior to the three (3) hour minimum, Employer will not be billed for the extra 30 minutes.*

Fees for using any other specialized equipment, such as dogs, helicopters, or specialized vehicles will be determined on a case-by-case basis. A supplemental schedule stating the schedule of charges will be attached to this Agreement.

IX. Minimum Time of Employment

All City special duty provided to Employer shall be for a minimum of three hours per officer, regardless of the actual duration of the special duty assignment, unless a different minimum is defined by a supplemental schedule to this Agreement signed by both parties. If Employer cancels a special duty job with less than twenty-four (24) hours of notice during normal business hours (Monday through Friday, 8:00 am – 5:00 pm), the police department cannot guarantee that the officer(s) will be notified of such cancellation. In the event Employer provides less than twenty-four hours of notice for cancellation, any police officers that report for special duty will result in the three-hour minimum being billed to Employer. Except for the minimum three (3) hours, Employer will be billed the actual or partial hours worked thereof.

X. Indemnification and Insurance

Employer shall indemnify, defend, save and otherwise hold harmless the City, its appointed and elected officials, directors, officers, agents and employees from and against any and all, losses, allegations, claims, demands, causes of action, litigation, expenses related thereto (including reasonable attorney's fees) or dispute for damages including property damage, bodily injury and death to have arisen or alleged to have arisen out of the activities inherent with this agreement and/or from any alleged or perceived action, inaction, omission or negligence of any kind found to be or alleged to be caused in whole or in part by the Employer. This indemnification is in effect at all times the officers are employed in a special duty capacity, except when such officer exercises lawful authority as a police officer, such as pursuit and apprehension of

suspect, charging and arresting of any individual.

Employer shall procure and maintain the following insurance and applicable endorsements until all of their obligations as Employer have been discharged, including the handling or paying of any claims for injury to persons or damage to property in connection with this service. The *insurance requirements* herein are minimum requirements for this Contract and shall not be construed to limit the indemnity covenants in any way. City in no way warrants that the minimum limits contained herein are sufficient to protect the Employer from liabilities that might arise out of the service provided under this agreement. Employer is free to purchase additional insurance.

COMMERCIAL GENERAL LIABILITY: policy to cover property damage, bodily injury, including death written on an occurrence basis in the amount of \$2,000,000 per occurrence and \$3,000,000 aggregate. Policy shall include coverage for personal and advertising injury, blanket contractual liability both oral and written and fire legal. Policy shall be endorsed to include the City of Tucson, P.O. Box 27210, Tucson, Arizona 85726-7210, its appointed and elected officials, directors, officers, agents and employees as "additional insured's" and waive subrogation in favor of additional insured.

All coverage's shall be evidenced on a Certificate of Insurance and provided to the Special Duty Office of the Tucson Police Department via email at TPDSpecialDuty@tucsonaz.gov, in person at 1310 W. Miracle Mile, Tucson, AZ 85705, or via facsimile at 520-791- 4385 along with additional insured and waiver of subrogation endorsements no less than two (2) business days from the date of service and all are subject to verification. All insurers must be admitted insurers to do business in the State of Arizona with an AM's Best Rating of A- XII or greater. All coverage's shall be primary above any and all other potentially viable funding sources.

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the Tucson Police Department Special Duty Office.

Any material change to a policy that would affect the status of the City as an additional insured shall require written notice to the Tucson Police Department, Special Duty Office, at 1310 W. Miracle Mile, Tucson, AZ 85705, no later than thirty (30) days prior to the change.

XI. Severability

It is mutually agreed that, if any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or un-enforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

XII. Law Applied

This Agreement shall be governed by and construed, interpreted, and endorsed in accordance with the laws of the State of Arizona.

XIII. Notices

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice. Notices shall be sent by email notification, regular mail, or hand delivered to the address of the parties listed below:

To TPD:

Tucson Police Department Special Duty Office
1310 W. Miracle Mile
Tucson, Arizona 85705
Email: TPDSpecialDuty@tucsonaz.gov

To Employer:

Employer Name Amphitheater Unified School District No. 10 of Pima County Arizona

Address: 701 West Wetmore Road

City Tucson State AZ Zip Code 85705

Email mtong@amphi.com

XIV. No Waiver

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Employer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the parties therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

XV. Compliance with Applicable Law

Employer shall comply with all laws of the United States, the State of Arizona, all ordinances of the City, and regulations that in any manner affect the services or conduct of Employer, its agents and employees. The City is responsible for appropriate payment of payroll taxes for special duty services.

XVI. Supplemental Schedules and Agreements

Check box at left if there is a Supplemental Schedule/Agreement appended to this Agreement. All such supplemental schedules and/or agreements shall have the full force and effect of this Agreement.

XVII. For Electronic Transactions, Incorporation of Arizona Electronic Transaction Act

If this agreement has been completed, signed, and transmitted electronically, then the following is deemed part of the agreement: The parties agree that this transaction is being conducted, finalized, signed and transmitted by electronic means pursuant to provisions of the Arizona Electronic Transactions Act (A.R.S. §44-7001 et. seq.) The provisions of the Arizona Electronic Transactions Act shall apply to this agreement whenever appropriate.

XVIII. Payment

Employer agrees to pay to the City, upon verification, such amounts as billed in accordance with this Agreement for special duty services. Any payment not received by the City within thirty (30) days of initial billing is delinquent and will accrue interest at the rate of ten (10) percent per annum.

XIX. Suspension of Special Duty Services

The City may suspend its obligation to arrange special duty for Employer upon receiving notice from the City Finance Department that Employer's account is delinquent for nonpayment of amounts billed for previous special duty services. Notice of suspension to Employer may be in writing, in person or by telephone and will become effective twenty-four (24) hours after receipt of such notice. Once suspended, the City will not resume its obligations under this Agreement until notice is received from the City Finance Department that Employer's account is no longer delinquent. In addition, the City reserves the right to require a 100% deposit of anticipated security costs for any future event held by an Employer that has been determined to be delinquent.

XX. Termination

Either party may terminate this Agreement without cause upon notification in writing at least thirty (30) days prior to the effective date of termination.

XXI. Services Provided

The City will provide special duty as defined in Article VIII of the Tucson City Code. The special duty services may be modified as necessary to ensure officer and public safety.

For (Employer) Amphitheater Unified School District No. 10 of Pima County Arizona

Date June 21, 2019

City Tucson

State Arizona

Signed _____

For the **CITY OF TUCSON, ARIZONA**, a municipal corporation

Signed _____

by: Chris Magnus, Chief of Police

The Chief of Police, or the Chief's designee, is authorized to sign this Agreement on behalf of the City of Tucson pursuant to Section 2-131 of the Tucson City Code.



PIMA COUNTY SHERIFF'S DEPARTMENT

Mark D. Napier, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758
Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

Contact Information

Off-Duty Coordinator: (520) 351-4629

Off-Duty Supervisor: (520) 351-3119

Off-Duty Email: offduty@sheriff.pima.gov

Off-Duty Fax: (520) 351-4902

OFF-DUTY WORK REGULATIONS

1. Receipt of the following documents are required before a request may be processed:
 - ▶ Certificate of Insurance policy listing **Pima County and its Districts**, 1750 East Benson Highway, Tucson, Arizona 85714 as an **Additional Insured**. Required limits, per occurrence, are:
 - General Liability**, to include Bodily Injury and Property Damage
 - One (1) million dollars – Security only
 - Two (2) million dollars – Traffic control and any event with alcohol
 - Automobile Liability** – One (1) million dollars (only required if Department vehicles are requested)
 - ▶ Pima County Sheriff's Department forms – sign and return:
 - Off-Duty Indemnification Agreement
 - Off-Duty Work Regulations
2. A minimum of two (2) business days' notice is required for all off-duty requests. This includes receipt of all required documents as noted above.
3. The use of Department vehicles, motorcycles, and bicycles requires approval by the Sheriff's Department.
4. All jobs are subject to approval of the Sheriff's Department. Final decision regarding the number of deputies and vehicles (if applicable) required for an off-duty job will be made by the Pima County Sheriff's Department.
5. Private security (i.e., Arizona Rangers, Securitas), working in conjunction with off-duty deputies, shall be unarmed.
6. The Sheriff may determine at any time that all deputies are needed for regular police duty and are not permitted to perform off-duty work.
7. We cannot guarantee that an off-duty assignment will be filled. Operational necessity of the Pima County Sheriff's Department is our main priority.
8. Allow authorized Sheriff's Department personnel access to payroll / payment records regarding off-duty employment.
9. **Pay Rate Schedule – Effective January 1, 2018** (All rates are subject to change.)
 - Deputy: \$37.00 per hour
 - Sergeant: \$42.00 per hour
 - Lieutenant: \$49.00 per hour
 - ▶ Three (3) hour minimum charge, per person, for all jobs.
 - ▶ Checks shall be payable to each individual person.
10. **Administrative Fee and Vehicle rates – Effective January 1, 2018** (All rates are subject to change.)
 - Administrative Fee:**
 - \$1.00 per hour for every man-hour invoiced
 - Vehicles** (if applicable):
 - \$2.00 per hour
 - \$1.00 per mile – round trip Includes miles traveled to and from the off-duty job.
 - ▶ Check shall be payable to Pima County.
11. A separate invoice will be submitted for fees owed to Pima County. (Separate from personnel costs.)
12. All payment / checks are to be mailed to the address directed on the invoice.

I have read and understand the above listed regulations.

Signature: _____

Date: _____

Name of Organization: _____

Phone: _____

Contact for Invoice: _____

Email: _____

Phone: _____