

AGREEMENT REGARDING SPECIAL DUTY POLICE SERVICES

This is an Agreement between the City of Tucson, Arizona, hereafter referred to as the “City,
and _____, hereafter referred to as the “Employer”.

I. Purpose

The purpose of this Agreement is to authorize Employer to employ off-duty City police 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 _____, and ending at 23:59 hours (11:59 p.m.) on 06/30/2018 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 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 fails to volunteer to perform a special duty assignment, the City will use its best efforts to promptly notify Employer. 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	\$43.00 per hour or \$61.76 per hour (less than 48 hours of notice)
Police Sergeant	\$48.00 per hour or \$69.26 per hour (less than 48 hours of notice)
Police Commander	\$53.00 per hour or \$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 one-and-one-half times (1.5) the regular 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 – 5:00pm MST) and shall not include weekend or holiday periods when the Special Duty Office is closed. The above rates will be billed at one-and-one-half times (1.5) the regular 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 one-and-one-half times (1.5) the regular 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 at the 1.5 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:

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

For Employer:

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.

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.

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.

Dated _____, **at City** _____, **State** _____

For: _____

(Type or print name) _____, who is: (check one)

(Signed) X _____

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

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.

TPD Form 3201 (Rev 06/13/2016)