

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

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**DATE OF MEETING:** June 8, 2010

**TITLE:** Approval of Oro Valley Police Department, Tucson Police Department and Pima County Sheriff's Department Special Duty Program Agreements; Approval of Sole Source Procurement for Police Services.

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**BACKGROUND:** At the request of the District, the Oro Valley Police Department, Tucson Police Department and the Pima County Sheriff's Department provide police officers for law enforcement support, such as when needed for special events taking place at the schools within their respective jurisdictions.


The proposed agreements are attached for the Board's convenience. The current agreements expire on June 30, 2009 or shortly thereafter. Approval of these agreements is necessary to authorize use of Oro Valley Police, Tucson Police and Pima County Sheriff's Departments personnel as needed for the 2010-2011 fiscal year.

Within their respective jurisdictional limits, it is necessary to seek these law enforcement units to provide these kinds of special duty police services. Therefore, specific approval is sought for Sole Source procurement for police services rendered within Pima County and the Town of Oro Valley.

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**RECOMMENDATION:** The administration recommends approval of the attached Agreements and approval of sole source procurements for the Oro Valley Police Department and the Pima County Sheriff's Department.

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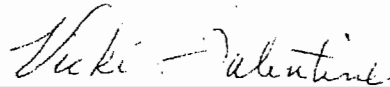
<b>INITIATOR:</b> 	Todd A. Jaeger Associate to the Supt. 5/18/10
<b>Signature</b>	<b>Name/Title</b> <b>Date</b>

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**ASSOCIATE SUPERINTENDENT  
SIGNATURE:**

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**SUPERINTENDENT SIGNATURE:**



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05/18/10 9:30 AM



# Pima County Sheriff's Department

1750 E. Benson Highway • Tucson, AZ 85714-1758  
Phone 520-351-4600 • Facsimile 520-351-4622  
www.pimasheriff.org

Clarence W. Dupnik  
Sheriff

*Keeping the Peace and Serving the Community Since 1865*

## OFF DUTY WORK REGULATIONS

Off-Duty Coordinator: 351-4629      Off-Duty Fax: 351-4902      Off-Duty Supervisor: 351-6240

Following are the requirements for hiring Pima County Sheriff's Deputies for off-duty work:

- General liability insurance policy in the amount of one (1) million dollars which lists the Pima County Sheriff's Department, 1750 East Benson Highway, Tucson, Arizona 85714 as a Certificate Holder. If Department vehicles are being utilized, a one (1) million dollar automobile liability insurance policy is also necessary.
- The Pima County Sheriff's Department Off-Duty Indemnification Agreement (PCSD 209) must be completed and signed by the requesting vendor/employer. This form must be received by the Pima County Sheriff's Department prior to the start of an off-duty job.
- 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.
- Three (3) hour minimum charge, per deputy, for all jobs.
- **Pay rates:** (Rates are subject to change.)  
Deputy: \$30.00 per hour  
Sergeant: \$35.00 per hour  
Lieutenant: \$42.00 per hour
- **Vehicles / Motorcycles / Bicycles:**  
The use of Department vehicles requires approval by the Sheriff.
- **Vehicle rates:** (Rates are subject to change.)  
90 cents per mile and \$2.00 per hour
- All jobs are subject to approval by the Department. Final decision regarding the number of deputies required for an off-duty job will be made by the Pima County Sheriff's Department.
- Allow Sheriff's Department authorized personnel access to payroll / payment records regarding off-duty employment.
- All compensation / payment for off-duty work shall be mailed to:  
Pima County Sheriff's Department  
1750 E. Benson Highway  
Tucson, AZ 85714  
Attn: Off-Duty Coordinator  
Checks shall be made payable to each individual deputy; except for Department vehicles.
- Failure to send payment as directed may result in the discontinuance of hiring off-duty deputies.
- 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.
- There is never a guarantee that an off-duty assignment will be filled. The operational necessity of the Pima County Sheriff's Department takes priority.

I have read and understand the above listed regulations.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Organization: Amphitheater Public Schools

Phone #: (520) 696-5156



# Pima County Sheriff's Department

1750 E. Benson Highway • Tucson, AZ 85714-1758  
Phone 520-351-4600 • Facsimile 520-351-4622  
www.pimasheriff.org

Clarence W. Jupnik  
Sheriff

*Keeping the Peace and Serving the Community Since 1865*

## OFF DUTY INDEMNIFICATION AGREEMENT

The following agreement is made in consideration for all Deputy Sheriff(s) agreeing to perform security and/or traffic control related tasks for the below named contractor during their off-duty hours.

The below named contractor hereby agrees to indemnify, defend and hold harmless Pima County, its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising from, in connection with, caused by or resulting from any alleged act or omission of a Deputy Sheriff occurring at the direction of and within the scope of his or her employment, or authorization by said contractor, except for claims arising from the use of police power.

This agreement covers all Pima County Sheriff's Deputies who are employed by:

Contractor name: Amphitheater Public Schools

Type or print name: Todd A. Jaeger, J.D. Date: \_\_\_\_\_

Signature: \_\_\_\_\_, who is

- a sole proprietor
- a partner duly authorized to sign
- a corporate officer duly authorized to sign
- duly authorized by the limited liability company
- duly authorized by the governmental entity

Witnessed by: Cornie R McFarland

**For the Pima County Sheriff's Department:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

PCSD209

Revised 6/2003

# AGREEMENT REGARDING SPECIAL DUTY POLICE SERVICES

## I. Parties.

This is an Agreement between the City of Tucson, Arizona, hereafter referred to as the "City," and Amphitheater High School/ *Amphitheater Public Schools*

## II. Purpose.

The purpose of this Agreement is to authorize Amphitheater High School to employ off-duty City police officers to perform special duty police services as defined in Tucson Code Section 2-130.

## III. Term.

This Agreement shall be in effect for a term, not to exceed one year, commencing at midnight on 06/20/2010 and ending at 23:59 hours (11:59 p.m.) on 6/18/2011 except that any special duty police services commenced prior to the expiration time, but concluded afterward, shall be subject to the terms of this Agreement.

## IV. Scope of Services.

To the extent that City of Tucson police officers voluntarily indicate their willingness to participate, the Police Chief will authorize City police officers to perform special duty services for Amphitheater High School. In the event that the requisite number of Tucson police officers fails to volunteer to perform a special duty police assignment, the City will use its best efforts to promptly notify Amphitheater High School. It is understood and agreed that the Police Chief, or that officer's 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 may determine at any time that all City of Tucson police officers are needed to perform regular police duty, because of a public safety emergency, and cannot be permitted to perform special duty until the Police Chief determines that the emergency has passed, this Agreement notwithstanding. Any event that requires barricade plans, traffic control, or supplemented with private security require review of the details by the Tucson Police Department in advance of the event. Upon a determination by the Chief of Police (SRD Commander) or his designee that any situation at the event results in an unsafe or adverse condition that affects public safety, the Tucson Police Department shall reserve the right to terminate an event until the safety concerns have been resolved.

## V. 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.

## VI. Supervision and Command.

In order to assure proper supervision of an event, every fifth (5th) officer employed by Amphitheater High School for special duty police services 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 Amphitheater High School for special duty police services 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 the Chief's 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.

## VII. Payment Schedule.

Amphitheater High School will pay the City of Tucson, upon proper billing and verification, the amount due for special duty police services according to the rate schedule listed below:

Police Officer	\$40.00 per hour	60.00 per hour (less than 72 hours)
Police Sergeant	\$45.00 per hour	67.50 per hour (less than 72 hours)
Police Commander	\$50.00 per hour	75.00 per hour (less than 72 hours)

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 Amphitheater High School for special duty police services will be at the rate charged for a police officer. Requests for services received within seventy-two (72) hours of the start of work will be billed at one-and-one-half times (1.5) the regular rate of pay for the particular rank required or requested. The 72-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 Amphitheater High School in excess of forty (40) hours during any one work week. The workweek is deemed to commence at midnight on Sunday and conclude at 2359 hours (11:59 pm) on the following Saturday.

The above rates are doubled for any special duty employment occurring between 0001 hours (12:01 am) through 2359 hours (11:59 pm) on Thanksgiving Day, December 24<sup>th</sup>, and December 25<sup>th</sup>; and 1800 hours (6:00 pm) on December 31<sup>st</sup> through 0600 hours (6:00 am) on January 1<sup>st</sup>. If a special duty job begins during these hours, the entire job shall be paid at the double-time rate. Amphitheater High School further agrees that no payment will be tendered directly to any City police officer for special duty police services.

## VIII. Compliance with Police Procedures.

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

## IX. Equipment.

When requested by Amphitheater High School, and determined by the Police Department not to conflict with the needs of regular duty police services, and to meet the criteria for use of City equipment, the City of Tucson will furnish the following specialized equipment for use by City police officers in the delivery of special duty police services, according to the schedule listed below. Amphitheater High School agrees, upon proper billing and verification, to remit to the City the amount due for specialized equipment use.

Police patrol vehicle	\$4.00 per hour
Police motorcycle	\$4.00 per hour
Police BRV.....	\$4.00 per hour
Police CP Motor Home	\$5.00 per hour

Fees for using any other specialized equipment, such as dogs, horses, 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.

**X. Minimum time of employment.**

All City of Tucson special duty police services provided to Amphitheater High School 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 an employer cancels a special duty job with less than twenty-four (24) hours' 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 an employer provides less than a twenty-four hour notice of cancellation, any police officers that report for special duty will result in the three-hour minimum being billed to Amphitheater High School. Except for the minimum three (3) hours, Amphitheater High School will be billed the actual or partial hours worked thereof.

**XI. Indemnification and Insurance.**

To the extent permissible under Arizona law, Amphitheater High School will be liable and hereby agrees to indemnify, defend and hold harmless the City of Tucson, its officers, officials, agents and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Tucson, its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including the loss of use thereof, arising from, in connection with, caused by or resulting from Amphitheater High School's acts or omission in the performance of this Agreement, whether caused by or contributed to by the City of Tucson, its agents or employees, except for bodily injury or property damage resulting from actions taken by City peace officers while exercising their legal authority.

Amphitheater High School will insure as indicated against the following risks to the extent stated:

Commercial General Liability

Covering Amphitheater High School as insured with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000.00 per occurrence. This policy shall also include personal injury and contractual liability in the same amount.

Automobile Liability (applies only if police officers will be driving Employer's vehicles)

Covering Amphitheater High School, with no less than the following limits of liability: \$1,000,000.00 combined single limits for bodily injury, death and property damage. Such coverage shall not apply to vehicles owned or leased by the City.

**XII. Severability.**

It is mutually agreed that, in case any provision(s) of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

**XIII. Law Applied.**

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

**XIV. 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 regular or interdepartmental mail or hand delivered to the address of the parties listed below:

For Tucson:

Tucson Police Department  
Special Duty Office  
270 S. Stone Avenue  
Tucson, Arizona 85701-1917

For Amphitheater High School: *Public Schools  
Associate to the Superintendent  
125 W. Yavapai Rd. 701 W. Wetmore Rd.  
Tucson, AZ  
85705 85705*

**XV. No Waiver.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Amphitheater High School 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.

**XVI. Compliance with Applicable Law.**

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

**XVII. Supplemental Schedules and Agreements.**

If box at left is checked, then a Supplemental Schedule/Agreement is appended to this Agreement. All such supplemental schedules and/or agreements shall have the full force and effect of this Agreement.

**XVIII. Payment.**

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

**XIX. Suspension of Special Duty Police Services.**

The City may suspend its obligation to arrange special duty police services for Amphitheater High School upon receiving notice from the City of Tucson Finance Department that Amphitheater High School's account is delinquent for nonpayment of amounts billed for previous special duty police services. Notice of suspension to Amphitheater High School may be in writing, in person or by telephone and will become effective twenty-four 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 Amphitheater High School's account is no longer delinquent. In addition, the City of Tucson reserves the right to require a 100% deposit of anticipated security costs for any future event held by an account that has been determined to be delinquent

New accounts that contract with the City for police services in the amount of \$1000.00 or more will be required to submit a 50% payment of estimated costs for police services no later than 30 days prior to the event. New accounts contracting with the City for police services less than 30 days prior to the event will be required to submit 100% of the estimated costs for police services.

**XX. Termination.**

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

**XXI. Services provided.**

Per our conversation the City will be providing the following services as requested:

- Provide security and crowd control for various school events including but not limited to: daily security, sporting events, dances, concerts, proms, graduations, festivals, and meetings.
- Traffic / Point control

The duties listed may be modified as necessary to insure officer & public safety.

Dated \_\_\_\_\_, 2010 at City Tucson, State AZ

For: Amphitheater High School / Amphitheater Public Schools

(Type or print name) Todd A. Jaeger, J.D.

(signed) X \_\_\_\_\_, who is:

- a sole proprietor
- a partner duly authorized to sign this Agreement.
- a corporate officer duly authorized to sign this Agreement.
- duly authorized by the limited liability company.
- duly authorized by the governmental entity.

Witnessed by (Type or print name): Connie R. McFarland

Signature of Witness: Connie R. McFarland

For the CITY OF TUCSON, ARIZONA, a municipal corporation

by: \_\_\_\_\_

Roberto A. Villaseñor, 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 by Chapter 2, Article VIII of the Tucson Code.

TPD Form 3201 (04/10)



Ready to Protect, Proud to Serve

tel: 520-791-4441  
fax: 520-791-5491  
www.ci.tucson.az.us/police/  
270 S. Stone Avenue  
Tucson, Arizona 85701-1917

REC-100  
ASSOC

10 MAY 13 AM 8:23

May 6, 2010

Amphitheater High School  
**Todd A. Jaeger**  
125 W. Yavapai Rd.  
Tucson, AZ 85705

Subject: **Tucson Police Department, Special Duty Program**

Dear Todd A. Jaeger,

Your *Agreement Regarding Special Duty Police Services* expires on June 19, 2010. Enclosed you will find a renewal contract Agreement. As you are aware, under the requirements of this program, the Tucson Police Department and all of its Special Duty employers must use this contract, thereby ensuring you a professional and dependable relationship. This renewal Agreement will keep your account current through June 18, 2011.

This year's renewal Agreement has one change: Suspension of Special Duty Police Services – Paragraph XIX.

The City of Tucson will continue to provide you with an invoice statement twice a month detailing the hours of the officers employed. The officers are not to be paid directly by the employer. The off-duty officers will be paid by the City of Tucson via the officers' biweekly paycheck.

Please complete the highlighted sections of the enclosed Agreement and mail it with a current copy of your certificate of liability insurance to the address below as quickly as possible. The witness signature line does **not** require a notary. If you have any questions, or need to discuss revisions and/or changes to the agreement, please call a Special Duty Coordinator at (520) 791-4855.

Sincerely,

Captain John Stamatopoulos  
Commander, Specialized Response Division

*Please send completed forms to:*

Tucson Police Department  
ATTN: SRD/Special Duty  
270 S. Stone Ave.  
Tucson, AZ 85701-1917



DANIEL G. SHARP  
CHIEF OF POLICE

## OFF-DUTY AGREEMENT

TO: Off-Duty Employer  
FROM: Cassidy Sumpter, Off-Duty Coordinator  
DATE: March 30, 2010  
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 one (1) million dollars, making the Oro Valley Police Department an "additional insured party" to the policy.
2. The Oro Valley Police Department security related off-duty indemnification form (101-OD) must be filled out and signed by the employer or representative prior to the start of the job.
3. We require a minimum of 72 hours (weekday) 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 72 hours notice to fill an assignment, officers will receive \$52.50 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 (security)	\$35.00
Sergeant (security)	\$40.00 (if acting in a supervisory capacity)
Lieutenant (security)	\$45.00 (if acting in a supervisory capacity)
Officer (construction related point control)	\$35.00
Sergeant (construction related point control)	\$40.00 (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: Civil Rights' Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve and Christmas Day.  
As a general rule, one (1) sergeant is required for every five (5) officers assigned.
6. All jobs have a four (4) hour minimum and if cancellation is necessary, a twenty-four (24) hour notification prior to the job must be made or a four (4) hour minimum will be charged per officer.
7. 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.
8. 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 eight (8) items listed above.

Signature, title and date: \_\_\_\_\_

Print Company Name: Amphitheater Public Schools



# Oro Valley Police Department Security-Related Off- Duty Employment Agreement

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The following agreement is made in consideration of the below named Police Officer (s) agreeing to perform security-related tasks for the below named employer or contractor during said Officer's off-duty hours.

The below named employer or contractor agrees that he will indemnify, save harmless, and defend the below named Officer (s) and the Town of Oro Valley and all of its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising out of any alleged act or omission of said Officer (s) occurring at the direction of and within the scope of his employment, authorization by said employers or contractor, except for property damage resulting from the police power by the below named Officer(s).

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**This agreement will cover all Oro Valley Police Officers who are employed by:**

Amphitheater Public Schools by Todd A. Jaeger, J.D.

Employer or Contractor name (printed)

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Employer or Contractor signature and date

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Oro Valley Police Department Representative signature and date

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Departmental use only:

Received by: \_\_\_\_\_

Date: \_\_\_\_\_