



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: August 10, 2021

TITLE: Approval of Revised Pima County Sheriff's Department Special Duty Program Agreement for Special Duty Law Enforcement Services

BACKGROUND: On July 27, 2021, the Governing Board approved agreements for the Oro Valley Police Department (OVPD), the Tucson Police Department (TPD), and the Pima County Sheriff's Department (PCSD) for the 2021-2022 fiscal year.

Since then, PCSD notified us that they sent outdated agreement forms. Information updated since the Board's July 27, 2021 review is noted in **BLUE**.

Administrative Fee and Vehicle rates – Effective January 15, 2020 (All rates are subject to change)

Administrative Fee:

~~\$1.00~~ \$1.50 per hour for every man-hour invoiced

Vehicles (if applicable):

~~\$2.00~~ \$25.75 per hour

~~\$1.00~~ \$1.03 per mile – round trip Includes miles traveled to and from the off-duty job.

Therefore, the revised forms are being presented to the Governing Board for approval.

RECOMMENDATION: The Administration recommends approval of the attached agreement for the Pima County Sheriff's Department.

INITIATED BY:

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

Date: August 2, 2021

Todd A. Jaeger, J.D., Superintendent



PIMA COUNTY SHERIFF'S DEPARTMENT

Chris Nanos, 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 Email: offduty@sheriff.pima.gov

Off-Duty Supervisor: (520) 351-6165

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 15, 2020** (All rates are subject to change.)
 - Administrative Fee:**
 - \$1.50 per hour for every man-hour invoiced
 - Vehicles** (if applicable):
 - \$25.75 per hour
 - \$1.03 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: _____



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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: _____

Type / Print Signer's Name: _____ 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: _____

For the Pima County Sheriff's Department:

By: _____

Date: _____