

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 Public Schools hereafter referred to as the "Employer".

II. Purpose.

The purpose of this Agreement is to authorize Employer 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 6/16/2013 and ending at 23:59 hours (11:59 p.m.) on 6/14/2014 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 Employer. 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 Employer. 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 (Traffic Enforcement Division 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 Employer 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 Employer 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.

Employer 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 48 hours)
Police Sergeant	\$45.00 per hour	67.50 per hour (less than 48 hours)
Police Commander	\$50.00 per hour	75.00 per hour (less than 48 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 Employer for special duty police services will be at the rate charged for a police officer. Requests for services received within forty-eight (48) 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 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 midnight 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 pm) on Thanksgiving Day, December 24th, and December 25th; and 1800 hours (6:00 pm) on December 31st through 0600 hours (6:00 am) on January 1st. 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 police services.

VIII. 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 which are available upon request.

IX. Equipment.

When requested by Employer, 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. Employer 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

July 2, 2013
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 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 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 Employer. Except for the minimum three (3) hours, Employer will be billed the actual or partial hours worked thereof.

XI. Indemnification and Insurance.

Employer shall indemnify, defend, save and otherwise hold harmless the City of Tucson, 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 of Tucson 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 \$ 1,000,000 per occurrence and \$ 2,000,000 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, its appointed and elected officials, directors, officers, agents and employees as *“additional insureds”* and *waive subrogation* in favor of additional insured.

AUTOMOBILE LIABILITY: (applies only if police officers will be driving employer's vehicles) for all owned, non-owned and hired vehicles Combined Single Limit of no less than \$ 1,000,000. Policy shall be endorsed to include the City of Tucson, its appointed and elected officials, directors, officers, agents and employees as *“additional insureds”* and *waive subrogation* in favor of additional insured.

All coverage's shall be evidenced on a Certificate of Insurance and presented to: Special Duty Office of the City of Tucson Police Department at 270 S Stone, Tucson, AZ 85701-1917, 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 (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 (30) days written notice to the City of Tucson Police Department, Special Duty Office. Any material change to a policy that would affect the status of the City of Tucson as an additional insured shall require written notice to the City of Tucson Police Department, Special Duty Office at 270 S. Stone, Tucson, AZ 85701-1917, no later than 30 days of change.

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
Email: TPDSpecialduty@tucsonaz.gov

For Amphitheater Public Schools:

701 W Wetmore
Tucson, AZ
85705

XV. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy thereof, nor shall any single or partial exercise of any right, power or remedy, right, power or remedy. No express waiver shall affect any event or default, waiver, to be effective, must be in writing and shall be operative only for the of any covenant, term or condition contained herein shall not be construed condition.

Employer shall operate as a waiver thereof or the exercise of any other in such waiver, and any such by the parties therein. A waiver each of the same covenant, term or

XVI. Compliance with Applicable Law.

Employer 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 Employer, 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.

Employer 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 Employer upon receiving notice from the City of Tucson Finance Department that Employer's account is delinquent for nonpayment of amounts billed for previous special duty police services. Notice of suspension to Employer 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 Employer'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:

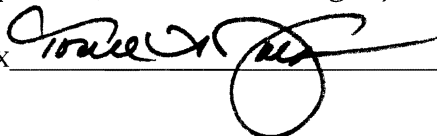
- Provide security and crowd control for various school events including but not limited to: daily security, sporting events, dances, concerts, proms, graduations, festivals, and meetings.
- Traffic / point control

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

Dated July 2, 2013 at City Tucson, State AZ

For: 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: _____

For the CITY OF TUCSON, ARIZONA, a municipal corporation

by: _____

Roberto A. Villasen ^T or, 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.



Pima County Sheriff's Department

1750 E. Benson Highway • Tucson, AZ 85714-1758
Phone 520-351-4600 • Facsimile 520-351-4902
www.pimasheriff.org

Clarence W. Dupnik
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 Date: 7-2-13

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: Connie R. McFarland 

For the Pima County Sheriff's Department:

By: _____

Date: _____

PCSD209

Revised 6/2003



Pima County Sheriff's Department

1750 E. Benson Highway • Tucson, AZ 85714-1758
Phone 520-351-4600 • Facsimile 520-351-4902
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:	\$35.00 per hour
Sergeant:	\$40.00 per hour
Lieutenant:	\$47.00 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.
- Checks shall be made payable to each individual deputy; except for Department vehicles, which shall be payable to the Pima County Sheriff's Department.
- Payment / checks are to be distributed as directed on the invoice.
- 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: 
 Name of Organization: Amphitheater Public Schools

Date: 7-2-13
 Phone #: 696-5155



DANIEL G. SHARP
CHIEF OF POLICE

OFF-DUTY AGREEMENT

TO: Off-Duty Employer
FROM: Cassidy Sumpter, Off-Duty Coordinator
DATE: January 1, 2013
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: New Year's Eve, New Years Day, 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. 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 may 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 nine (9) items listed above.

Signature, title and date: _____

Print Company Name: _____

Amphitheater Public Schools

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

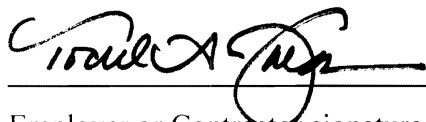
The following agreement is made in consideration of the below named Police Officer (s) agreeing to perform security-related tasks for the below named employer or contractor during said Officer's off-duty hours.

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).

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

Amphitheater Public Schools by the Associate to the Superintendent

Employer or Contractor name (printed)



7-2-13

Employer or Contractor signature and date

Oro Valley Police Department Representative signature and date

Departmental use only:

Received by: _____

Date: _____