

# 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

## II. Purpose.

The purpose of this Agreement is to authorize Amphitheater Public Schools 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 7/23/2012 and ending at 23:59 hours (11:59 p.m.) on 6/15/2013 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.

## XIX. 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 Public Schools. 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 Public Schools. 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.

## XIX. 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 (5<sup>th</sup>) officer employed by Amphitheater Public Schools 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 Public Schools for special duty police services on the same date, at the same address, and for a single event, the sixteenth (16<sup>th</sup>) 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.

## XIX. Payment Schedule.

Amphitheater Public Schools 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 Amphitheater Public Schools 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 Amphitheater Public Schools 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 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 1.5 rate. Amphitheater Public Schools 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 Public Schools hereby agrees to comply with Tucson Police Department rules, regulations, policies and procedures relating to secondary employment that affect Amphitheater Public Schools, copies which are available upon request.

## IX. Equipment

When requested by Amphitheater Public Schools, 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 Public Schools 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.

**XIX. Minimum time of employment.**

All City of Tucson special duty police services provided to Amphitheater Public Schools 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 Public Schools. Except for the minimum three (3) hours, Amphitheater Public Schools will be billed the actual or partial hours worked thereof.

**XIX. Indemnification and Insurance.**

To the extent permissible under Arizona law, Amphitheater Public Schools 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 Public Schools'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 Public Schools will insure as indicated against the following risks to the extent stated:

Commercial General Liability

Covering Amphitheater Public Schools 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 Public Schools, 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.

**XIX. 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.

**XIX. Law Applied.**

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

**XIX. 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

701 W Wetmore  
Tucson, AZ  
85705

For Amphitheater Public Schools:

Email: [TPDSSpecialduty@tucsonaz.gov](mailto:TPDSSpecialduty@tucsonaz.gov)

**XIX. 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 Public Schools 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.

**XIX. Compliance with Applicable Law.**

Amphitheater Public Schools 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 Public Schools, its agents and employees. The City is responsible for appropriate payment of payroll taxes for special duty services.

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

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

Dated \_\_\_\_\_, 2012 at City \_\_\_\_\_, State \_\_\_\_\_  
For: Amphitheater Public Schools

(Type or print name) \_\_\_\_\_, 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): \_\_\_\_\_  
Signature of Witness: \_\_\_\_\_

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 (05/10)