

## OFF-DUTY WORK AGREEMENT



### TERMS AND CONDITIONS

The City of Tempe Police Department and \_\_\_\_\_ (Company/Organization/Contractor) an Arizona (please check): ☐ Individual, ☐ Sole Proprietorship, ☐ Partnership, ☐ Corporation, ☐ Association, enter into this agreement, subject to the conditions herein, for Off-Duty Police Department personnel.

Event Name / Assignment / Activity: \_\_\_\_\_

The Contractor and the City desire to enter into this Agreement for the purpose of placing Tempe Police Department ("TPD") sworn officers and/or civilian employees (traffic control or dispatch only) at various locations throughout Tempe, Arizona, where those employees will provide security, traffic control, or dispatch services for an agreed upon hourly wage, pursuant to the Terms and Conditions of this Agreement.

The parties agree to the following Terms and Conditions:

1. **Expiration.** Unless earlier terminated pursuant to paragraph #5, this Agreement will begin no sooner than July 1, 2018 and expire no later than midnight, June 30, 2019. Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason.
2. **Execution.** This Agreement must be executed by both parties prior to any staffing of TPD off-duty personnel to a temporary site.
3. **Employment Coordination.** Contractor must provide a minimum of three days' notice. All off-duty employment under this Agreement must be arranged with the TPD Off-Duty Coordinator. Off-duty employment cannot be arranged directly with TPD employees.
4. **Emergency Activation.** All TPD employees stationed at temporary work sites pursuant to this Agreement are subject to mobilization by TPD in the event of an emergency, or pursuant to TPD bona fide staffing needs.
5. **Cancellation by City.** The Chief of Police or designee may cancel or terminate any off-duty, temporary work assignment under this Agreement whenever necessitated by virtue of a police or community emergency, and for any other situations where, under the circumstances, said cancellation or termination is deemed appropriate by the Chief of Police or designee. The City reserves all rights to cancel this Agreement pursuant to A.R.S. §38-511, as amended.
6. **Cancellation by Contractor.** The Contractor must notify the TPD Off-Duty Coordinator of cancellation at least twenty-four (24) hours prior to the start time of any temporary work assignment under this Agreement. After 4:30pm weekdays and all day Saturday/Sunday, Contractor must call 480-350-8311 to report the cancellation. Cancellations must be verbally acknowledged by TPD personnel. **Failure to cancel service within 24 hours will result in a 3.0 hour minimum charge per assigned employee.**
7. **Inspection.** All temporary work sites pursuant to this Agreement are subject to onsite inspection and review by the Chief of Police or designee. The Chief of Police or designee has the right to view and assess the demeanor of all TPD employees stationed at any temporary work site to insure that TPD goals and mission are maintained to an acceptable TPD standard.
8. **City Policies and Rules.** All temporary work assignments under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by the City of Tempe.
9. **Criminal Prosecution.** The Contractor must cooperate fully in the identification, apprehension, and prosecution of any person involved in any crime that occurs at any temporary work site while staffed by a TPD off-duty employee pursuant to this Agreement.
10. **Minimum Fee.** The Contractor will incur a minimum fee of three (3) hours for any temporary, off-duty employment, pursuant to the fee schedule in paragraph #12 of this Agreement.
11. **Insurance Requirements – Special Events.** For events requiring a Special Event Permit pursuant to Tempe City Code 5-2, the Contractor must purchase and maintain required insurance, evidenced by a Certificate of Insurance, prior to the commencement of any TPD staffing at any temporary work site.

12. Fee Schedule. Following is the fee schedule for all temporary, TPD off-duty employment pursuant to this Agreement:

<b>Police Officer / Police Civilian</b>	<b>\$ 67.00 per hour</b> (per employee)
<b>Sergeant *</b>	<b>\$ 77.00 per hour</b> (per employee)
<b>Lieutenant *</b>	<b>\$ 87.00 per hour</b> (per employee)
<b>The above hourly rates include:</b>	
<b>Workers Compensation Insurance Fee</b> (per employee)	<b>\$ 4.25 per hour</b>
<b>Administration Fee</b> (per employee)	<b>\$ 2.75 per hour</b>
<b>Police vehicle:</b>	
An additional fee will be added if a police vehicle is requested or required: \$5.50 per hour/per vehicle for vehicle use, and an additional ½ hour at employee's rate for vehicle pick up and return.	
* As determined/required by the Tempe Police Department	

13. Invoice. At the conclusion of the off-duty employment, the City will send an invoice to the Contractor by email, or if requested by the Contractor, by fax, or by paper invoice sent by mail.

14. Payment Deadline. Payment must be received by TPD within thirty (30) days of the invoice date. Payments received after thirty (30) days of the invoice date are considered late. The Contractor must pay a penalty fee of five (5) percent of the original invoiced amount for every thirty (30) days the payment is late.

15. Pursuant to Tempe City Code Chapter 2 Article VIII Section 2-603(5), the party to this contract shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against any person in compensation, conditions, or privileges of employment, or discriminate against any person in the provision of services, because of race color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status.

**The undersigned party shall provide a copy of its antidiscrimination policy to confirm compliance with this requirement, or attest in writing to compliance.**

**Select one:**

☐ Current copy of antidiscrimination policy attached.

OR

☐ I hereby certify \_\_\_\_\_ to be in compliance with TCC § 2-603(5).

16. The person responsible for payment herein, and the company or organization receiving the services identified above, shall indemnify, defend, release and hold harmless the City of Tempe, the Tempe Police Department, and their officers, agents, employees and officials from and against any and all claims, damages, liabilities, costs and expenses, including attorney fees, arising out of performance of services under this agreement.

→ **(Please initial)** \_\_\_\_\_ **I HAVE READ, UNDERSTAND, AND WILL COMPLY WITH THE ABOVE CONDITIONS.**

Event/ Assignment / Activity: \_\_\_\_\_

Person(s) authorized to request TPD personnel: \_\_\_\_\_

Contact Person at the job site: \_\_\_\_\_

Cell # for contact person: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Fax #: \_\_\_\_\_

Job Location: \_\_\_\_\_

**TYPE OF WORK:** ☐ TRAFFIC CONTROL ☐ SECURITY

Specific duties: \_\_\_\_\_

**If more room is needed to indicate day/date information, please include a separate sheet. Any significant changes to dates/days/start or end time will require an amended Agreement or letter on letterhead indicating changes.**

For a <b>one-time event</b> , indicate Date(s), Start Time & End Time:		Date(s):	Start Time:	End Time:
For a <b>recurring job</b> , circle the days of the week needed & indicate dates, start & end times:	Day(s): M, T, W, TH, F, SAT, SUN <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Date to Start:  End Date if known:	Start Time:	End Time:
Expected attendance:	Police Vehicle: <input type="checkbox"/> YES or <input type="checkbox"/> NO	# of Officer(s):	# of Supervisor(s):	

**TCC 5-2 Special Events:** The Tempe Police Department will determine final staffing for events requiring a Special Event permit.

Will alcohol be served? ☐ YES or ☐ NO If yes, license # \_\_\_\_\_ and Class \_\_\_\_\_

If liquor license is pending, indicate expected issue date and class requested: \_\_\_\_\_

#### **BILLING INFORMATION:**

RATE OF PAY: See Fee Schedule Paragraph #12

Payment can be made by **Check, VISA or MasterCard**

Checks should be made payable to the: **Tempe Police Department**

Person responsible for payment:

Phone: \_\_\_\_\_

Billing address:

Fax #: \_\_\_\_\_

Payment for all Off-Duty jobs will be billed following the event and sent to the person responsible for payment, as identified above. **ALL PAYMENTS MUST BE REMITTED WITHIN 30 CALENDAR DAYS OF INVOICE DATE.** If paying by credit card (VISA or MasterCard only), please call 480-350-8789 or email to request a credit card authorization form. All checks must be sent to the following address:

**Tempe Police Department**  
**Attn: Off-Duty Office / Field Ops**  
**Mail Stop 06-1**  
**120 East Fifth Street**  
**Tempe, Arizona 85281**

This agreement is effective \_\_\_\_/\_\_\_\_/\_\_\_\_, through June / 30 / 2019.

\_\_\_\_\_  
Tempe Police Department

\_\_\_\_\_  
**Signature of Authorized Person /  
Person Responsible for Payment**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

Contact: Off-Duty Work Coordinator, Tempe Police Department Phone: 480-350-8789; Fax: 480-858-2210 [PD-OffDutyCoordinator@tempe.gov](mailto:PD-OffDutyCoordinator@tempe.gov)

FY 2018/2019