



POLICE DEPARTMENT
CITY OF SURPRISE

14250 W. STATLER PLAZA, SUITE 103
SURPRISE, AZ 85374

T. 623-222-4000

OFF-DUTY LETTER AGREEMENT

This Letter Agreement ("Agreement") is entered into this _____ day of _____, 20_____
(Date) (Month) (Year)

Between

(Full name of business entity or person, including dba)

Located at

(Numerical street address)

(City)

(State) (Zip code)

("Contractor"), and the City of Surprise, acting by and through the Surprise Police Department, located at 14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374-7481 ("City").

RECITALS

The Contractor and the City desire to enter into this Agreement for the purpose of allowing Surprise Police Department ("SPD") sworn officers to provide security and/or traffic control services at various locations throughout the City of Surprise for an agreed upon hourly wage, pursuant to the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

The parties agree to the following Terms and Conditions:

1. Unless terminated earlier pursuant to paragraph #6, this Agreement will expire one year after signature. Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason. For renewal of this Agreement, please contact the SPD Off-Duty Work Coordinator.
2. All off-duty work activities of SPD personnel are conditioned upon the receipt of prior approval from the Chief of Police, or designee, to engage in said off-duty work activities.
3. This Agreement must be executed by both parties prior to any staffing of SPD personnel to any off-duty location. Staffing arrangements can be made by contacting the SPD Off-Duty Work Coordinator. Contact information is available on the web at www.surpriseaz.gov/police.
4. All off-duty work under this Agreement will be arranged with the SPD Off-Duty Work Coordinator.
5. All SPD employees stationed at off-duty work locations pursuant to this Agreement are subject to mobilization by SPD in the event of an emergency, or pursuant to SPD bona fide staffing needs.
6. The Chief of Police or designee may cancel or terminate any off-duty 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.
7. All off-duty work assignments under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by the City of Surprise.
8. Pursuant to Surprise Police Department Policies and Operational Procedures (ADM-36, Extra-/Off-Duty and Secondary Employment), no SPD employee will be permitted to work any off-duty work assignment for a period of eight (8) hours prior to the start of their regularly scheduled duty-day nor will any SPD employee be allowed to work for more than twenty-four (24) hours per week, without the prior written approval of the Chief of Police or designee.

9. All off-duty work locations 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 SPD employees stationed at any off-duty work location to ensure it is in keeping with the standards imposed upon officers during their regular-duty employment or time of volunteering.
10. Upon request, the Contractor will provide to the Department the following information:
 - Name of the Company for which the work was performed,
 - Date, to include the month, date, year, and day of the week,
 - Approximate start and end times,
 - Location of the job (address or cross streets),
 - Total number of officers and/or supervisors working the job,
 - Name or names of employee/s paid for the work,
 - If a marked patrol vehicle was used,
 - City overtime or private off-duty,
 - Type of duties, either traffic control or security,
 - Onsite contact name and phone number,
 - Requestor information to include Company name, and name and contact phone number for responsible party to be invoiced,
 - Insurance information to include Insurance company name, policy number, policy limits, and insurance agent and phone number,
 - Business licenses.
11. The Contractor must cooperate fully in the identification, apprehension, and prosecution of any person involved in any crime that occurs at any off-duty work location while an SPD member staffs the same pursuant to this Agreement.
12. The Contractor agrees and acknowledges that all off-duty work under this Agreement is provided by SPD personnel as independent contractors of the Contractor and that SPD personnel on such off-duty assignments are not acting within the course and scope of their employment with SPD.
13. The Contractor must give at least forty-eight (48) hours advance notice of the need for all off-duty work requests. Requests with less than a forty-eight (48) hour notice will be considered a late request and the Contractor must pay an additional fee of \$5.00 per hour (see paragraph #22). The late request fee is paid to the assigned SPD employee working the off-duty job.
14. The Contractor will incur a minimum charge of four (4) hours for any off-duty work; the hourly rate for each hour will be calculated pursuant to the schedule in paragraph #22 of this Agreement.
15. The Contractor must purchase and constantly maintain the insurance required by this Agreement in paragraph #16. The Certificate of Insurance must be completed, approved by the City Procurement Department, and filed with the SPD Off-Duty Work Coordinator **prior** to the commencement of any staffing under this Agreement. Should an expedited decision be required, the Police Department Legal Advisor may approve the Certificate of Insurance; however, the City Procurement Department will still receive the insurance certification document to review for final approval.
16. Pursuant to this agreement, the Contractor must procure and maintain insurance and produce a Certificate of Insurance demonstrating the following minimum levels of insurance coverage:
 - a. Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and contractual liability for the liability assumed under this Agreement.
 - b. Automobile Liability Insurance of one million (\$1,000,000) dollars each Accident, including hired and non-owned automobiles.

- c. Each policy must be endorsed to include the following additional insured language: "The City of Surprise, its departments, agencies, boards, commissions, officers, agents, and employees will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."
 - d. Each policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - e. The Contractor's insurance coverage will be primary insurance with respect to all other available sources. Coverage provided by the Contractor may not be limited to the liability assumed under the indemnification provisions of this Agreement.
17. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City, its council members, officers, employees and agents ("Indemnified Parties"), for, from and against any and all losses, claims, damages, and liabilities, including reasonable attorney fees and/or litigation expenses, made under any theory of liability whatsoever ("Claims") relating to, arising out of, caused by or based upon any act or omission in connection with the work or services performed under this Agreement. The amount and type of insurance coverage requirements will in no way be construed as limiting the scope of indemnity.
 18. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Contractor to the City. Such notice must be sent directly to the City Procurement.
 19. Insurance is to be placed with a duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. This City in no way warrants that the aforementioned minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 20. Contractor will furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.
 21. All certificates and endorsements are to be received and approved by the City's Procurement Department before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the durations of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
 22. Following is the fee schedule for all off-duty work pursuant to this Agreement:

Police Officer	\$40.00 per hour Traffic Control
Police Officer	\$40.00 per hour Security
Police Supervisor (required when 3 or more officers are needed)	\$45.00 per hour
Administration Fee per Employee per Hour Worked	\$4.00 per hour
Late-Request Fee per Employee (less than 48-hour notice)	\$5.00 per hour
Marked Patrol Vehicle(s) (see paragraph #23)	\$3.00 per hour

23. When a **marked patrol vehicle** is authorized, the officer assigned will be compensated an additional 30 minutes in order to obtain the marked patrol vehicle from the police department prior to the start of the job and to return it at the completion of the job. All traffic-related jobs require the use of a marked patrol vehicle. Use of a marked patrol vehicle is not authorized for any job outside the City of Surprise. Maximum compensation for retrieval and return of a marked patrol vehicle and/or portable digital recording device is 30 minutes total (see paragraph #24).
24. Officers/supervisors who are issued a **portable digital recording device (Axon body camera)** will be required to use their device when working extra-/off-duty jobs. Officers/supervisors will be compensated 30 minutes in order to retrieve this device from the police department prior to the start of the job and to return it at the completion of the job. Maximum compensation for retrieval and return of a portable digital recording device and/or marked patrol vehicle (if authorized) is 30 minutes total (see paragraph #23).

25. Checks to SPD personnel for payment of off-duty work under this Agreement must be **made payable to each individual employee**. Checks for the Administration Fee and Marked Patrol Vehicle Usage Fee must be made payable to the City of Surprise. Checks must be mailed to the following address:

Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374
ATTN: Off-Duty Work Coordinator

26. Payment for each contracted officer and to the City of Surprise must be received by SPD within thirty (30) days of the invoice date. Payments received after thirty (30) days are considered late. The Contractor must pay a penalty fee of five (5) percent of the original invoiced amount to each contracted off-duty officer, and to the City of Surprise for the Administration Fee and the Marked Patrol Vehicle Usage Fee for every thirty (30) days the payment is late. Payment of an amount which is less than the invoiced amount constitutes a late payment.
27. The Contractor must notify the SPD Off-Duty Work Coordinator at least twenty-four (24) hours prior to the cancellation of any off-duty work assignment under this Agreement. Notice must be personally verbalized **AND** received in writing. Verbal notice must be made to appropriate SPD personnel. Voice mail or other messages are insufficient. SPD personnel should be contacted in the following order until personal contact is established: (1) SPD Off-Duty Work Coordinator (customarily staffed Mon-Thu, 7am – 5pm); (2) SPD Off-Duty Coordinator Supervisor (customarily staffed Mon-Thu, 7am - 5pm). Written notice may be hand delivered at the address listed in paragraph #24, or faxed to the SPD Off-Duty Work Coordinator. Contact information can be found at www.surpriseaz.gov/police, under Programs and Services, Hiring an Off-Duty Officer. Failure to adhere to the twenty-four (24) hour cancellation requirement will result in a charge to the Contractor of the minimum four (4) hour fee.
28. The Contractor must complete all of the following information prior to the approval of any off-duty work assignment under this Agreement:

CONTRACTOR NAME (AUTHORIZED REPRESENTATIVE)

PHONE

FAX

EMAIL

BILL TO

AGREED AND UNDERSTOOD:

CONTRACTOR SIGNATURE

DATE

TERRY YOUNG, CHIEF OF POLICE (OR DESIGNEE) SIGNATURE

DATE