

# **Marana Police Department Extra-Duty Police Services Agreement**

## **I. Parties**

This is an agreement between the Town of Marana Police Department, hereafter referred to as "the Department" and \_\_\_\_\_, hereafter referred to as "the Contractor". The Department and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

## **II. Purpose**

The purpose of this agreement is to authorize the Contractor to employ Marana police officers to perform police services such as traffic and crowd control and security, protection of life and property and general law enforcement for the sole purpose of preserving the public peace and protecting the lives and property of the public in general. Any request for police services that serves only the Contractor's interests rather than interests of the community at large will be denied.

## **III. Term**

This agreement shall be in effect for a term not to exceed six months, commencing on the date and time both Parties sign the agreement and ending at 23:59 hours on December 31, 2022, except that any extra-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 Town of Marana police officers voluntarily indicate their willingness to participate, the Police Chief will authorize Marana Police Department officers to perform extra-duty services for the Contractor. In the event that the requisite number of Marana police officers fails to volunteer to perform an extra-duty assignment, the Department will use its best efforts to promptly notify the Contractor. It is understood and agreed that the Police Chief or designee, in his or her sole discretion, will determine whether a specific officer will be available at any time for extra-duty. It is further agreed that the Police Chief may determine at any time that all Marana police officers are needed to perform regular police duty, because of a public safety emergency, and cannot be permitted to perform extra-duty until the Police Chief determines that the emergency has passed, this agreement notwithstanding. It is also understood that another Law Enforcement agency may be contacted to assist in fulfilling an Extra-Duty Request if the Marana Police Department is unable to obtain sufficient officers who voluntarily indicate their willingness to participate.

## **V. Third Party Rights**

This agreement is intended to be solely between the Parties. No part of this agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privilege of any third parties, including but not limited to employees of either party.

**VI. Payment Schedule**

The Contractor shall pay the amount due for extra-duty police services according to the minimum rate schedule listed below:

Lieutenants	\$ 55.00 per hour
Sergeant/Supervisors	\$ 50.00 per hour
Police Officers	\$ 45.00 per hour
Dispatcher (at Police Department Discretion)	\$ 35.00 per hour
Lieutenants 72 hours or less notice	\$ 65.00 per hour
Sergeant/Supervisor 72 hours or less notice	\$ 60.00 per hour
Police Officers 72 hours or less notice	\$ 55.00 per hour
Dispatcher 72 hours or less notice	\$ 45.00 per hour
Holiday pay rate for all above	Time and one half of regular off-duty rate

Requests for services received within 72 hours of the start of the work will be billed at a higher rate as indicated above. The 72-hour period specified in this paragraph means normal business hours only (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and shall not include weekends or holiday periods when the Department’s administrative offices are closed. If the extra-duty police services shift is extended 15 minutes beyond the scheduled shift period, the additional time will be billed at the “72 hours or less notice” rate indicated above.

Holiday pay rate includes the following holidays: New Year’s Eve, New Year’s Day, Civil Rights’ Day, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday pay rate.

**VII. Vehicles**

The Department will furnish Police Vehicles at the rate of \$ 50.00 per vehicle/per day when determined by the Department not to conflict with the needs of regular duty police services.

**VIII. Administrative Fee**

A 10% Administrative Fee will be added to the total cost of extra duty services and vehicles to pay Extra Duty Solutions, the company that administers the extra duty program for Marana Police Department.

**IX. Payment**

Upon proper billing and verification, the Contractor shall make payment to Extra Duty Services for extra-duty services and vehicles rendered pursuant to this agreement. The Contractor shall not pay any monies directly to individual police officers working the extra-duty.

The Department may suspend its obligation under this agreement to arrange extra-duty police services for the Contractor if the Contractor is delinquent for amounts billed for previously rendered extra-duty police services. Notice of suspension to the Contractor may be in writing, in person or by telephone and will become effective immediately after receipt by the Contractor. Once suspended, the Department will not resume its obligations under this agreement until the Contractor's account is no longer delinquent.

**X. Supervision and Command**

In order to ensure proper supervision of an event, at least every sixth (6th) officer employed under this agreement shall be a Marana police supervisor. 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, as determined on a case-by-case basis.

**XI. Compliance with Police Procedures**

The Contractor hereby agrees to comply with all Marana Police Department rules, regulations, policies, and procedures relating to extra-duty employment that affect the Contractor. The Contractor acknowledges that by law and department policy, Marana police officers have specific legal and ethical responsibilities to fairly and impartially perform their duties. The Contractor further acknowledges that officers are required to follow all Marana Police Department rules, regulations, and procedures and that the Contractor cannot supersede or circumscribe these obligations.

**XII. Minimum time of employment**

All extra-duty police services provided by the Department pursuant to this agreement shall be billed at a minimum rate of 4 hours per officer, regardless of the actual duration of the extra-duty assignment. If the Contractor cancels an extra-duty job with less than 24 hours advance notice, the Department shall bill the Contractor for the 4-hour minimum for any officers that were scheduled. The 24-hour period specified in this paragraph means normal business hours only (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and shall not include weekends or holiday periods when the Department's administrative offices are closed.

If the extra-duty assignment exceeds the 4-hour minimum, the Contractor will be billed for the actual number of hours worked by the scheduled officer(s).

**XIII. Notices**

All notice requests and authorizations provided for in this agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Department: Marana Police Department  
Attention: Extra Duty Coordinator  
Address: 11555 W. Civic Center Drive  
Marana, Arizona 85653

**Contractor:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**XIV. Indemnification**

The Contractor shall indemnify, defend and hold harmless the Town of Marana, the Marana Police Department and its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its officers, agents and employees in the performance of this agreement, whether caused by or contributed to by the Town of Marana, its agents or employees, except for bodily injury or property damage resulting from actions taken by Marana police officers while exercising their legal authority.

**XV. Insurance**

The Contractor shall maintain insurance throughout the term of this Agreement with carriers acceptable to the Town with the following required minimum coverages and limits:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate

In addition, if the Contractor requires the scheduled officer(s) to drive the Contractor's vehicle(s), the Contractor shall also provide Business Auto Liability coverage of \$1,000,000 combined single limit

The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, to Extra Duty Services upon execution of this Agreement, prior to the Town providing any services pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to Extra Duty Services.

The Town shall be named as an additional insured on the required commercial general liability insurance policies. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by this section. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

All policies required pursuant to this section shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for

any claims arising out of the Contractor's operations. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

The certificate(s) shall also stipulate that the insurance afforded the Contractor shall be primary insurance for operations performed in whole or in part by or on behalf of the Contractor and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor for operations performed in whole or in part by or on behalf of the Contractor. Coverage provided by the Contractor shall be primary insurance for operations performed in whole or in part by or on behalf of the Contractor with respect to all other available sources

The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by the Parties.

The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

#### **XVI. Miscellaneous provisions**

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

This agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

If any provision of this agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

This agreement may not be changed or modified except by written agreement signed by all Parties.

The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

The Contractor warrants that it complies with all federal immigration laws and regulations that relate to its employees and complies with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this agreement subject to penalties up to and including termination of this agreement, and that the Town of Marana retains the legal right to inspect the papers of any employee who works on the agreement to ensure compliance with this warranty.

Neither Party's waiver of the other's breach of any term or condition contained in this agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this agreement.

This agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

**XVII. Termination**

Either Party may terminate this agreement with or without cause upon 30 days' written notice to the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last Party's signature date below.

**For the Contractor:**

Type or print name \_\_\_\_\_

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: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Town of Marana Police Department**

by: \_\_\_\_\_  
Reuben Nunez, Chief of Police

Date: \_\_\_\_\_