



SCOTTSDALE POLICE DEPARTMENT OFF-DUTY LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into this _____ day of _____, _____,
 (day) (month) (year),
 between _____,
 (full name of business entity (including dba) or person)
 located at _____ (“Contractor”),
 (numerical street address) (city) (state) (zip code)
 and the City of Scottsdale, acting by and through the Scottsdale Police Department, located at 8401 E. Indian School Road, Scottsdale, AZ 85251 (“City”).

RECITALS

The Contractor and the City desire to enter into this Agreement for the purpose of placing Scottsdale Police Department (“SPD”) sworn officers and/or police aides (traffic control only) at various locations throughout Maricopa County, Arizona, where those employees will provide security and/or traffic control services 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:

- Expiration.** Unless earlier terminated pursuant to paragraph #5, **this Agreement will begin no sooner than July 1, 2023, and expire no later than midnight, June 30, 2024.** Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason.
- Execution.** This Agreement must be executed by both parties prior to any staffing of SPD off-duty personnel to a temporary site.
- Employment Coordination.** All off-duty employment under this Agreement must be arranged with the SPD Off-Duty Coordinator. Off-duty employment cannot be arranged directly with SPD officers.
- Emergency Activation.** All SPD employees stationed at temporary work sites pursuant to this Agreement are subject to mobilization by SPD in the event of an emergency, or pursuant to SPD bona fide staffing needs.
- Cancellation by City.** The Chief of Police or his 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 his designee. The City reserves all rights to cancel this Agreement for possible conflicts of interest per A.R.S. §38-511, as amended.
- Cancellation by Contractor.** The Contractor must notify the SPD Off-Duty Coordinator at least twenty-four (24) hours prior to the cancellation of any temporary work assignment under this Agreement. Said notice must be in writing (email cancellation information to, ESpdoffduty@Scottsdaleaz.gov or fax cancellation information to the SPD Special Events Unit at (480) 312-2686) AND personally verbalize the cancellation information to the proper personnel at SPD (do not leave a message—contact the following SPD personnel in the following order until verbal contact is established: (1) SPD Special Events Unit at (480) 312-4385 (customarily staffed Tue-Fri, 6:00 am – 4:30 pm); (2) SPD Special Events Unit Supervisor at (480) 312-4390 (customarily staffed Mon-Thu, 7:30 am – 5:30 pm); (3) SPD Station Officer at (480) 312-5025). The SPD personnel you contact will notify the affected (scheduled) off-duty employee(s). Failure to adhere to the twenty-four (24) hour cancellation requirement will result in a charge to the Contractor of the minimum three (3) hour fee.
- Inspection.** All temporary work sites pursuant to this Agreement are subject to onsite inspection and review by the Chief of Police or his designee. The Chief of Police or his designee has the right to view and assess the demeanor of all SPD employees stationed at any temporary work site to ensure that SPD goals and mission are maintained to an acceptable, SPD 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 Scottsdale
- 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 SPD 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 #14 of this Agreement.
- 11. **Late Request Fee.** The Contractor must give at least forty-eight (48) hours advance notice of the need for any temporary, off-duty employment. Requests with less than forty-eight (48) hours notice will be considered a late-request and the Contractor must pay an additional fee of \$5.00 per hour. The late-request fee is paid to the assigned SPD off-duty employee.

My request is less than 48 hours in advance.

- 12. **Insurance Waiver Option Fee.** For an additional fee of \$10.00 per hour per employee, the City will waive the insurance requirements set forth in paragraph #13 of this Agreement.
Note: If you do not choose this option by checking the box below and you do not submit the required proof of insurance coverage before the off-duty employment begins, you will be charged the Insurance Waiver Option Fee.

I want the City to cover the Insurance Requirements and I agree to pay the Insurance Waiver Option Fee.

- 13. **Insurance Requirements.** The Contractor must purchase and maintain the insurance required by this Agreement, as evidenced by a Certificate of Insurance, **prior** to the commencement of any SPD staffing at any temporary work site. The Certificate of Insurance must be completed and filed with the SPD Off-Duty Coordinator **prior** to the commencement of any temporary staffing under this Agreement.
 - a. Pursuant to the Scottsdale Revised Code, and except for Workers Compensation Insurance, the Certificate of Insurance must clearly list the **City of Scottsdale as Certificate Holder and Additional Insured**, and must, at a minimum, provide for the following levels of insurance coverage:
 - i. Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 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. Such insurance must include coverage related to false arrest, false imprisonment, violation of Civil Rights, and libel and slander.
 - ii. Statutory Workers Compensation Insurance and Employers' Liability Insurance of \$100,000 each accident, \$100,000 each disease, and \$500,000 policy limit.
 - b. SPD employees who are employed pursuant to this Agreement are considered employees of the Contractor for the purposes of the Arizona Workers Compensation Laws, and any injuries to those employees resulting from said employment are the responsibility of the Contractor. The Certificate of Insurance filed with SPD must clearly state that SPD off-duty personnel are covered under Contractor's Workers Compensation Insurance.

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

Police Officer/Police Aide	\$ 60.00 per hour
Police Officer/Police Aide – Holiday Fee**	\$ 90.00 per hour
Supervisor (required for every three officers*)	\$ 70.00 per hour
Supervisor – Holiday Fee**	\$ 105.00 per hour
Lieutenant (required when two or more supervisors are required*)	\$ 80.00 per hour
Lieutenant – Holiday Fee**	\$ 120.00 per hour
Insurance Waiver Option Fee (per employee)	\$ 10.00 per hour
Vehicle Use Fee	\$ 7.00 per hour
Late-Request Fee (less than 48 hours notice; per employee)	\$ 5.00 per hour

* Or as determined by the SPD Off-Duty Coordinator
 ** ** Labor Day; Veteran's Day; Thanksgiving Eve after 5pm; Thanksgiving Day; Christmas Eve after 5pm; Christmas Day; New Year's Eve after 5pm; New Year's Day; Martin Luther King, Jr Day; President's Day; Memorial Day; Juneteenth; July 4th

15. **Invoice.** At the conclusion of the off-duty employment, the City will send an invoice to the Contractor by email, or if specifically requested by the Contractor, by fax, or by paper invoice sent by mail.
16. **Payment.** Checks must be **made payable to each individual employee.** Checks for the Insurance Waiver Option Fee and Vehicle Use Fee must be made payable to the **City of Scottsdale.** Please mail individual checks in one envelope to: **Scottsdale Police Department, Attn: Special Events Unit, 7601 E. McKellips Rd. Scottsdale, AZ 85257.** Please mail checks for the Insurance Waiver Option Fee and Vehicle Use Fee to: **City of Scottsdale Remittance Processing, P.O. Box 1570, Scottsdale, AZ 85252.**
17. **Payment Deadline.** Payment (individual checks) must be received by SPD 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 to each SPD off-duty employee, and to the City of Scottsdale for the Insurance Waiver Option Fee, or the Vehicle Fee (if exercised), for every thirty (30) days the payment is late.
18. **Required Information.** The Contractor must complete the following:

Contractor name (authorized representative): _____	
Phone: _____	Fax: _____
Email: _____	
Special billing instructions: _____ _____	
Type of work: <input type="checkbox"/> Traffic Control <input type="checkbox"/> Security	
Reason for requesting officer(s): _____ _____ _____	
Address/location of job site: _____ _____	
Number requested: <input type="checkbox"/> Officers <input type="checkbox"/> Supervisors <input type="checkbox"/> Lieutenants <input type="checkbox"/> Commanders <input type="checkbox"/> Vehicle	
Date(s) and times requested: _____ _____	
Name of contact person at job site: _____	
Phone: _____	
Payment processing—please check if you need any of the following for payment purposes:	
<input type="checkbox"/> IRS Form W-9	<input type="checkbox"/> Social Security Number <input type="checkbox"/> Other: _____

AGREED AND UNDERSTOOD:

Signature of Contractor (Authorized Representative)	Date
Jeff Walther, Chief of Police (or Designee)	Date

This Letter of Agreement approved as to form by Luis Santaella, Deputy City Attorney