



# SURPRISE POLICE DEPARTMENT

## OFF-DUTY LETTER AGREEMENT



This Letter Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
(day) (month)

between \_\_\_\_\_,  
(full name of business entity (including dba) or person)

located at \_\_\_\_\_ ("Contractor"),  
(numerical street address) (city) (state) (zip code)

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 earlier terminated pursuant to paragraph #5, this Agreement will expire no later than midnight, January 1, 2017 Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason.
2. All temporary employment activities of SPD personnel are conditioned upon the receipt of prior approval from the Chief of Police, or his designee, to engage in said temporary employment activities.
3. All off-duty employment at temporary work sites under this Agreement will be arranged with the SPD Off-Duty Work Coordinator.
4. 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.
5. 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.
6. 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 insure that SPD goals and mission are maintained to an acceptable SPD standard.
7. Pursuant to Surprise Police Department Policies and Operational Procedures (ADM 36: Extra/Off-Duty Secondary Employment Section K Sub Section 8) no SPD employee will be permitted to work any temporary 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 his designee.
8. 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 Surprise.
9. 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 an SPD member staffs the same pursuant to this Agreement.
10. This Agreement must be executed by both parties **prior** to any staffing of off-duty personnel to a temporary site. Staffing arrangements can be made by contacting the SPD Off-Duty Coordinator. Contact information is available on the web at [www.surpriseaz.gov/police](http://www.surpriseaz.gov/police).

11. The Contractor agrees and acknowledges that all off-duty employment under this Agreement is provided by SPD personnel as independent contractors of Contractor and that SPD personnel on such off-duty assignments are not acting within the course and scope of their employment with SPD.
12. 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 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. The late-request fee is paid to the assigned off-duty employee.
13. The Contractor will incur a minimum charge of four (4) hours for any temporary, off-duty employment, pursuant to the schedule in paragraph #17 of this Agreement.
14. 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 Work Coordinator **prior** to the commencement of any temporary staffing under this Agreement.
15. Pursuant to this agreement, must maintain insurance and produce a Certificate of Insurance demonstrating following 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 \$1,000,000 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.
16. To the fullest extent permitted by law, 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.
17. Following is the fee schedule for all temporary, off-duty employment pursuant to this Agreement:

<b>Police Officer</b>	<b>\$40.00 per hour Traffic Control</b>
<b>Police Officer</b>	<b>\$40.00 per hour Security</b>
<b>Supervisor</b> (required when 3 or more officers are needed)	<b>\$45.00 per hour</b>
<b>Administration Fee per Employee per Hour Worked</b>	<b>\$1.00 per hour</b>
<b>Late-Request Fee per Employee</b> (less than 48 hours notice)	<b>\$5.00 per hour</b>
<b>Patrol Vehicle(s)</b> (see paragraph #18)	<b>\$7.00 per hour</b>

18. When a patrol vehicle is requested, the officer assigned will be compensated an additional 30 minutes (4.5 hour minimum) in order to obtain the patrol vehicle from the police department prior to the start of the job and to return it at the completion of the job. Use of a patrol vehicle is not authorized for any job outside the City of Surprise.
19. SPD personnel Checks must be **made payable to each individual employee**. Checks for the Administration Fee and 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
20. Payment (individual checks) 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 employed off-duty officer, and to the City of Surprise for the Administration Fee and the Patrol Vehicle Usage Fee for every thirty (30) days the payment is late.
21. The Contractor must notify the SPD Off-Duty Work Coordinator at least twenty-four (24) hours prior to the cancellation of any temporary work assignment under this Agreement. Notice must be personally verbalized **AND** 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 Coordinator (customarily staffed Mon-Thu, 7am – 5pm); (2) SPD Administrative Officer (customarily staffed Mon-Thu, 7am-5pm). Written notice may be hand delivered at the address listed in Paragraph 19, or faxed to the SPD Off-Duty Coordinator. Contact information can be found at [www.surpriseaz.gov/police](http://www.surpriseaz.gov/police). 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.

22. The Contractor must complete the following information prior to the approval of any temporary work assignment under this agreement:

CONTRACTOR NAME (AUTHORIZED REPRESENTATIVE) \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

BILL TO \_\_\_\_\_

**AGREED AND UNDERSTOOD:**

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**TERRY YOUNG** (or Designee)  
CHIEF OF POLICE

\_\_\_\_\_  
DATE

This Letter Agreement approved as to form by Misty Leslie, City Attorney, City of Surprise, AZ.