



OFF-DUTY WORK AGREEMENT

TERMS AND CONDITIONS

The City of Tempe Police Department (“City”) and _____ (“Contractor”) an (please check):
 Individual, Public Agency, Partnership, Private Corporation, Not-for-profit, enter into this agreement, subject to the conditions herein, for Off-Duty Police Department personnel.

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

Event Name: _____

Event Location: _____

Person(s) Authorized to Request TPD Personnel: _____

Contact Person at the job site: _____

Cell Phone Number for Contact Person: _____

Email address for Contact Person: _____

THIS SECTION TO BE FILLED OUR BY REQUESTING PARTY:

THIS SECTION TO BE FILLED OUT BY CITY PERSONNEL ONLY:

Date:
Time:
Location:
Number of Officers:
Number of Sergeants:
Lieutenant Required:
Police Vehicle Needed:
Duties:

The parties agree to the following Terms and Conditions:

1. **Effective Date.** Unless earlier terminated pursuant to paragraphs 7/8, this Agreement will begin _____ and shall terminate on _____. 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. **Late Request Fee.** The Contractor must give at least seventy-two (72) hours advance notice of the need for any temporary, off-duty employment. Requests with less than seventy-two (72) hours' notice will be considered a late request, and the Contractor must pay an additional hourly fee of \$10.00, pursuant to the fee schedule in paragraph #14 of this Agreement.

My request is less than 72 hours in advance.

6. **Holiday Request Fee.** The Contractor must pay an additional hourly fee of \$20.00 for the holidays identified by the Tempe Police Department, pursuant to the fee schedule in paragraph #14 of this Agreement.
7. **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.
8. **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 4:00pm weekdays and all-day Friday, Saturday, and Sunday; Contractor must call 480-350-8311 to report the cancellation. Cancellations must be verbally acknowledged by TPD personnel. **Failure to cancel service at least twenty-four (24) hours prior to the start time will result in a 3.0-hour charge per assigned employee.**
9. **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 ensure that TPD goals and mission are maintained to an acceptable TPD standard.
10. **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.
11. **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.
12. **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.
13. **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.

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

POSITION	OFF-DUTY HOURLY RATES	HOURLY RATES WITH LATE REQUEST FEE	HOLIDAY HOURLY RATES
Police Officer*	\$85.00	\$95.00	\$105.00
Sergeant*	\$95.00	\$105.00	\$115.00
Lieutenant*	\$105.00	\$115.00	\$125.00
Marked Vehicle*	\$8.00	\$8.00	\$8.00

**As determined by Tempe Police Department*

- The above hourly rates include:
 - Workers Compensation Insurance Fee (per employee) \$4.25 per hour
 - Administration Fee (per employee) \$3.75 per hour
- An additional fee will be added if a police vehicle is requested or required. \$8.00 per hour/per vehicle for vehicle use and an additional ½ hour at employee’s rate of pay for vehicle pick-up and return. A vehicle is required for all night jobs and as determined by TPD.
- Holiday rates will apply on: New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples’ Day, Veterans Day, Thanksgiving Day, Black Friday, Christmas Eve and Christmas Day.
 - If a request is received with less than 72 hours’ notice on one of the holidays listed above the Late Request Fee and the Holiday Fee will apply.

Full Recovery Cost

- If your request meets certain criteria, you may be required to pay Full Recovery Cost rates for requested/required staff. This will be based upon the event details, threat assessment, attendance, or types of services requested by the vendor.
- All public school districts fall under this criteria and will be required to pay full recovery cost rates.
- An additional fee will be added if a police vehicle is requested or required. \$8.00 per hour/per vehicle for vehicle use and an additional ½ hour at employee’s rate of pay for vehicle pick-up and return. A vehicle is required for all night jobs and as determined by TPD.

POSITION	FULL RECOVERY HOURLY RATES
Police Officer	\$116.00
Sergeant	\$151.00
Lieutenant	\$175.00
Dispatcher	\$83.00
Marked Vehicle	\$8.00

15. Invoice. At the conclusion of the off-duty employment, the City will send an invoice to the Contractor by email.

16. 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.

17. 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.

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

18. 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.**

BILLING INFORMATION:

RATE OF PAY: See Fee Schedule, Term #14

Payment can be made by **Check, VISA, MasterCard, Discover, AmEx**
Checks should be made payable to the: **Tempe Police Department**

Person responsible for payment: _____

Phone: _____

Billing address: _____

Email: _____

Payment for all Off-Duty jobs will be billed following the event and emailed to the person responsible for payment, as identified above. **ALL PAYMENTS MUST BE REMITTED WITHIN 30 CALENDAR DAYS OF THE INVOICE DATE.** If paying by credit card, please email PD-OffDutyCoordinator@tempe.gov to request a credit card authorization form. All checks must be sent to the following address:

**Tempe Police Department
Attn: Off-Duty Mail Stop 0501
120 East Fifth Street
Tempe, Arizona 85281**

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
Email: PD-OffDutyCoordinator@tempe.gov