Pinal County Sheriff's Office
Off-Duty Law Enforcement Services Agreement

Parties
This is an agreement between PINAL COUNTY, a political subdivision of the State of Arizona and the Pinal County Sheriff’s Office hereafter referred to as "PCSO" and ___________________________ hereafter referred to as "Contractor".

1. Purpose
The purpose of this Agreement is to authorize the above named Contractor to employ off duty PCSO law enforcement personnel to perform law enforcement services such as traffic control, pedestrian safety, crowd control, event or property security, transportation escort, construction site security, and/or general protection of life and property.

2. Term
This agreement shall be in effect for a term of not to exceed one year, commencing on the date of execution by the parties, except that off duty law enforcement services commenced prior to the expiration time, but concluded afterward, shall be subject to the terms of this agreement. Contractor’s periodic, as needed, employment of off duty PCSO law enforcement personnel during the term of this agreement is authorized subject to the terms in the following paragraphs.

3. Scope and Cost of Services
To the extent that off duty PCSO law enforcement personnel elect to participate in approved off duty employment, PCSO will authorize off duty PCSO law enforcement personnel to perform off-duty services for Contractor. It is understood and agreed that the Sheriff, or designee, in his sole discretion, will determine whether a specific deputy will be available at any time for off duty employment. It is further agreed that the Sheriff may determine at any time that all PCSO law enforcement personnel are needed to perform regular law enforcement duty, and cannot be permitted to perform off duty work, notwithstanding this Agreement. In the event of that necessity, PCSO will give Contractor as much notice of personnel unavailability as possible. Except as expressly authorized by PCSO, all off-duty services shall be performed within the boundaries of Pinal County.

Contractor shall pay for personnel time and equipment use as follows with the understanding that the Deputy pay rate has a minimum, but as the market can fluctuate based on demands the Contractor can pay above the minimum as appropriate:

- Minimum Rate per Deputy: $41.00 per hour (as applicable)
- Vehicle and Equipment Fee: $4.00 per hour (as applicable)

Minimum of 3-hours per Personnel and Vehicle assignment
4. Payment Schedule and Payment

Contractor agrees to pay for the off duty PCSO law enforcement personnel services, upon proper billing and verification, the amount due according to the minimum rate schedule listed above. Designated PCSO administrative personnel will be responsible for scheduling off duty services, as well as billing and collecting pay due for services rendered.

Contractor shall make all earned monies payable to:

a) The individual PCSO Deputy working the off duty event(s) and shall furnish each Deputy with a Form 1099 reflecting any such payments; and

b) The Pinal County Sheriff’s Office for equipment usage.

Contractor shall send all checks to:

Pinal County Sheriff’s Office
P.O. Box 867
Florence, Arizona 85132

Designated PCSO administrative personnel will be responsible for distributing Contractor's checks to the individual officers. Payment shall be made to PCSO within fifteen (15) calendar days after completion of the off duty work. Any late payments beyond the 15 day deadline may be referred to the County Attorney’s Office or other means of collections as deemed appropriate by PCSO.

5. Command and Control

Specific Contractor requirements must be coordinated and approved prior to the event by the Sheriff or the Sheriff's designee. In order to assure proper supervision of an event where security services are requested, at least one (1) in every five (5) deputies employed must be a PCSO supervisor. The Sheriff or the Sheriff's designee must authorize any exceptions in advance. It is understood that by law and PCSO policy, PCSO law enforcement personnel have specific legal and ethical responsibilities to fairly and impartially perform their duties. The deputies are required to follow all PCSO Policies, Regulations, and Procedures and no contractor can supersede or circumscribe these obligations. Off duty PCSO law enforcement personnel will not perform non-enforcement duties nor accept law enforcement related direction from any employees or management of the contractor.

6. Compliance with Police Procedure

Contractor hereby agrees to comply with all Arizona statutory law and any PCSO policies, and procedures relating to off duty employment that affect the performance of the off duty employment.

7. Minimum time of employment

All PCSO law enforcement personnel working off duty shall be paid for a minimum of three (3) hours per deputy.
8. Insurance and Indemnification

Contractor certifies that Contractor is adequately insured against all forms of liability, casualty or workers’ compensation arising from the nature of its business and its performance of this Agreement to include:

a. For the purposes of workers' compensation, employer’s liability, general liability and automobile liability coverage, but only for these express purposes, each off-duty deputy employed shall be considered an employee of the Contractor while performing duties on behalf of Contractor. (See A.R.S. §§ 23-901(13), 23-1021, and 23-1022.)

b. Contractor will be liable and hereby agrees to indemnify, defend and hold harmless Pinal County and PCSO, their officers, officials, agents, representatives and employees against all loss or expense (including costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon Pinal County and PCSO, their officers, officials, agents, representatives or employees for damages because of personal injury, bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including the loss of use thereof arising from, in connection with, caused by or resulting from Contractor's actual or alleged acts, errors, omissions or mistakes, of the off-duty deputy providing services to Contractor.

c. Contractor shall obtain and keep in full force and effect commercial general liability insurance with at least $1,000,000.00 per occurrence limit and at least $3,000,000.00 aggregate limit and $3,000,000.00 products completed operations aggregate limit. The policy shall include coverage for personal injury, bodily injury, property damage, contractual liability and include a waiver of subrogation/recovery against Pinal County and PCSO, their officers, officials, agents, representatives and employees shall be named as an additional insured utilizing an endorsement at least as broad as Additional Insured Endorsements CG20370413 and CG 30100413.

d. Commercial automobile liability insurance of at least $1,000,000.00 combined single limit, any auto or hired and non-owned auto liability and include a waiver of subrogation/recovery against Pinal County and PCSO, their officers, officials, agents, representatives and employees shall be named as an additional insured.

e. Workers' compensation insurance with statutory limits and employer’s liability insurance of $1,000,000.00 per accident, $1,000,000.00 per disease and $1,000,000.00 disease policy limit, at any time any off-duty deputy is employed hereunder. Both policies or coverages shall include a waiver of subrogation/recovery against Pinal County and PCSO, their officers, officials, agents, representatives or employees.

f. Contractor acknowledges that the aforementioned insurance policies’ limits amounts are subject to change based upon the circumstances as solely determined by PCSO. The above insurance policies shall insure Pinal County and PCSO, their officers, officials, agents, representatives and employees to the full limits of liability purchased by the Contractor even if the Contractor’s limits are in excess of the herein required limits. The insurance purchased by the Contractor shall not be limited to the liability assumed under the Indemnification and Defense covenants of this Agreement.

g. Contractor shall, upon request or before employing off-duty PCSO personnel, provide the Pinal County Sheriff's Office with an annual Certificate(s) of Insurance evidencing the required insurance coverage. All required insurance shall be issued by insurance companies possessing an AM Best, Inc. rating of at least A-VII, and include waivers of subrogation/recovery against Pinal County, Pinal County Sheriff’s Office, and its agents, representatives, officers, directors,
and officials. Any insurance or self-insurance maintained by Pinal County will not contribute to or be excess of Contractor's insurance.

h. Contractor’s company or entity name must appear on all insurance materials.

This section shall survive the termination or expiration of this Agreement.

9. Severability

In the event any provision of this agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this agreement remain in full force and effect.

10. Law Applied

This Agreement shall be governed by and construed, interpreted and endorsed in accordance with the laws of the State of Arizona.

11. Termination

Either party may terminate this Agreement upon 30 days written notice. Contractor acknowledges and agrees that, if Contractor fails to contact the Regional Coordinator 24 hours prior to the commencement of Contractor’s preschedule event, PCSO reserves the right to cancel any planned services and terminate this Agreement for cause.

12. Notices

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

If to Contractor:

Name
Title
Mailing Address
City, State, ZIP

If to PCSO:

Chief Deputy
Pinal County Sheriff’s Office
P.O. Box 867
Florence, AZ 85132

Notwithstanding the above, routine communications that do not alter the terms of this Agreement may be conducted via electronic, telephone and other customary less formal means as deemed appropriate by the parties.

13. Entire Agreement

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

14. Compliance with Laws

Contractor shall comply with Executive Order 99-4 and all other applicable state and Federal
employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities and that no person shall be discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation. Contractor further agrees to comply with all applicable laws prohibiting discrimination on the basis of race, creed, religion, sex, age, national origin or disability.

15. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the either party receives written notice of the cancellation pursuant to A.R.S. §38-511, unless the notice specifies a later time.

IN WITNESS WHEREOF, and in agreement to the terms set forth above, the parties hereto have set their hands this _____ day of ____________________, 20__.

For CONTRACTOR:
A ____________________________________________
______________________________________________

By:__________________________________________
Signature

______________________________________________
Printed Name

______________________________________________
Title

Date:________________________________________

For PCSO:
Pinal County, a political subdivision of the State of Arizona

By:__________________________________________
County Manager

Date:________________________________________

By:__________________________________________
Pinal County Sheriff

Date:________________________________________