



**GOODYEAR POLICE DEPARTMENT
OFF DUTY POLICE SERVICES
AGREEMENT**

Off Duty Coordinator
14455 W. Van Buren St, Suite E101
Goodyear, Arizona 85338

Email: gypdoffduty@goodyearaz.gov

This Off-Duty Police Services Agreement (“Agreement”) is entered into between the City of Goodyear, an Arizona municipal corporation (City) and *(insert business name)* [REDACTED], an Arizona partnership, corporation, association, other [REDACTED] (Contractor) located at *(insert address)* [REDACTED], each individually referred to herein as a “Party” and collectively as the “Parties”.

- Scope.** Contractor agrees, in consideration of City’s consent for Contractor to employ Goodyear Police Department Officers (Officers) for off duty temporary employment (“Off Duty”) for security and/or traffic control services (“Job” or “Event”), where the actual or potential use of law enforcement powers is anticipated, to comply with this Agreement and Goodyear Police Department Off Duty Policy.
- Contractor’s Information.**

Contractor’s Name <i>(Authorized Representative)</i> : [REDACTED]	
Mailing Address: [REDACTED]	
Phone No: [REDACTED]	Email: [REDACTED]
Annual Employment of Officers	
Job/location Site Address: [REDACTED]	
Job Site Coordinator Name: [REDACTED]	
Coordinator’s Phone No: [REDACTED]	Coordinator’s Email: [REDACTED]
Officer(s) Duties: [REDACTED]	
Number of Officer’s requested: [REDACTED]	Estimated hours weekly: [REDACTED]
Event/Job Information	
Name and type of Event: [REDACTED]	
Event location: [REDACTED]	
Event Date(s) and Time(s): [REDACTED]	
On Site Coordinator Name: [REDACTED]	
On Site Coordinator’s Cell Phone: [REDACTED]	Email: [REDACTED]
Expected attendance per day : [REDACTED]	Expected attendance for entire event if multiple days: [REDACTED]
Officer(s) Event duties: [REDACTED]	
Will liquor be served at Event? Yes <input type="checkbox"/> No <input type="checkbox"/> Was liquor license obtained for Event? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Provide license series number: [REDACTED] <i>(Note: 2 or more officers are required with a liquor license)</i>	
Staffing	
Number of Officers requested: [REDACTED] Officers [REDACTED] Sergeants [REDACTED] Lieutenants	
Date(s) and times (start and end) requested: [REDACTED]	
Contractor requests to pay for officers’ services <input type="checkbox"/> directly to officer or <input type="checkbox"/> After receipt of City invoice	

- Staffing Requirements.** Contractor agrees to maintain sufficient staffing for the event. Unless modified by the Chief, there shall be 1 patrol officer for every 1000 participants, 1 sergeant for every 4 patrol officers, and 1 lieutenant for every 4 sergeants. Additional supervisory and/or command personnel may be required in extraordinary circumstances, and determined on a case-by-case basis.
- Payment Schedule/Billing/Penalties.** Contractor will be assessed a minimum fee of four (4) hours for each officer assigned to work the Event and a vehicle use fee.

Police Officer: \$40 per hour	Police Sergeant: \$45 per hour	Police Lieutenant: \$50 per hour
Police Vehicle Use Fee: \$5 per hour, <i>required for all off duty jobs unless exempted by Chief</i>		Workers’ Compensation - \$7 per officer per Event, <i>required if Contractor does not have a Workers’ Compensation policy</i>

Contractor will be invoiced for City services (use of City vehicle, workers' comp) and may be invoiced for the officer's hours. Contractor shall pay the vehicle use fee and workers' compensation directly to the City. Any payment not received by the City and officer within 30 days of initial billing date is delinquent and will accrue interest at the rate of 10% per annum and may be sent to collections and the Contractor assessed costs and reasonable attorney fees for the collection of any unpaid balance. A return check will be subject to \$25 penalty fee. Contractor agrees to pay all interest, penalties and collections if delinquent.

5. Effective Date/Expiration. This Agreement is effective when last executed by both Parties and shall remain in effect for one (1) year or the expiration of the Event, unless terminated earlier as provided herein.
6. Cancellation by City. The Chief may terminate this Agreement and any Off Duty assignment under this Agreement when Chief deems it reasonably necessary or appropriate, in his sole discretion. This City reserves the right to cancel this Agreement due to conflict pursuant to A.R.S. § 38-511, as amended.
7. Cancellation by Contractor: To cancel services for an Event, Contractor shall give written and oral notice to the Off Duty Coordinator, at the phone number and email above, *at least 12 hours prior* to the start of the Event. **Contractor agrees to pay 4 hours of time for each officer cancelled if Contractor fails to give 12 hours prior notice.**
8. Emergency Activation. All officer working an Event pursuant to this Agreement are subject to mobilization by Chief of Police (Chief) in an emergency, or pursuant to bona fide staffing needs.
9. Compliance with Police Procedures. Contractor agrees to comply with Goodyear Police Department rules, regulations, and policies and procedures relating to off duty employment that affect Employer.
10. Non-Interference and Criminal Prosecution. In matters requiring law enforcement actions, the Contractor will not interfere and/or attempt to influence decisions or actions made by Officer(s). Contractor agrees to cooperate fully in the identification, apprehension and prosecution of any person involved in any crime that occurs at any Event staffed by off duty Officers
11. Compliance with Applicable Law. Contractor shall comply with all federal, state and local law and regulations that in any manner affect the services or conduct of Contractor, its agents and employees.
12. Non-Assignable/Subcontract: Contractor may not assign or subcontract the services under this Agreement.
13. Jurisdiction: This Agreement shall be governed, construed and interpreted by the laws of the State of Arizona. Any action arising out of or related to this Agreement shall be brought in Maricopa County, Arizona
14. Third Party Rights: This Agreement is intended to be solely between the Parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits or privilege of any third party or parties, including but not limited to employees of either Party.
15. Indemnification: Contractor shall indemnify, defend, save and otherwise hold harmless the City of Goodyear, its appointed and elected officials, directors, officers, agents and employees from and against any and all, losses, allegations, claims, demands, causes of action, litigation, expenses related thereto (including reasonable attorney's fees) or dispute for damages including property damage, bodily injury and death to have arisen or alleged to have arisen out of the activities inherent with this agreement and/or from any alleged or perceived action, inaction, omission or negligence of any kind found to be or alleged to be caused in whole or in part by the Contractor. This indemnification is in effect at all times the officers are employed in an Off-Duty capacity, except when such officer exercises lawful authority as a police officer, such as pursuit and apprehension of suspect, charging and arresting of any individual.
16. Insurance Requirements. Contractor shall provide and maintain insurance and applicable endorsements until all Contractors obligations have been discharged, including the handling or paying of any claims for injury to persons or property damage arising out of, related to or in connection with this Agreement. *The insurance requirements herein are minimum requirements* for this Agreement and shall not be construed to limit the indemnity covenants in any way. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that may arise out of the services provided under this Agreement.
 - a. Commercial General Liability Insurance. This policy shall cover property damage, bodily injury, including death and the liability assumed under the indemnification provisions of this Agreement, with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Policy shall include coverage for personal and advertising injury, blanket contractual liability both oral and written and fire legal. Policy shall

be endorsed to include the **“City of Goodyear”** as *additional insured* and *waive subrogation* in favor of additional insured.

- b. Coverage. Coverage will be at least as broad as Insurance Service Office policy form CG 001 1-11-98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a “claims made” basis. **These limits may be met through a combination of primary and excess liability coverage.**
 - c. Workers’ Compensation. Contractor agrees that officers are employees of the Contractor for the purposes of Workers’ Compensation and any injuries resulting from such employment shall be the responsibility of the Contractor. Contractor shall provide the City with verification that it maintains the statutory workers’ compensation insurance limits as required by law or pay the worker’s compensation fee to the City.
 - d. Automobile Liability. (***Applies only if police officers will be driving Contractor’s vehicles***) Proof of insurance for all owned, non-owned and hired vehicles Combined Single Limit of no less than \$ 1,000,000.
 - e. Insurance Certificate/Endorsements. **Certificates of Insurance and Endorsements** shall be provided to the City no less than two (2) business days prior to the start date of the Event and are subject to verification. All insurers must be admitted insurers to do business in the State of Arizona with AM’s Best Rating of A-XII or greater. All coverage’s shall be primary above any and all other potentially viable funding sources. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this agreement in the insurance policies above shall require (30) days written notice to the City of Goodyear Police Department, Off Duty. Any material change to a policy that would affect the status of the City as an additional insured shall require written notice to the Off Duty Coordinator, no later than 30 days of change.
17. No Waiver. The failure of either Party to enforce any provisions of this Agreement or to require performance of the other Party of any provision(s) shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the rights of either Party to enforce any provision.
18. Authorizations/Signature: Person signing this Agreement represents they have authorization to execute this Agreement on behalf of the Party for whom they sign. If not authorized to sign on Contractor’s behalf, the Signatory agrees to personally assume responsibility for the duties and liability of the Contractor. The signature executing this Agreement may be an original signature, or an original signature that has been replicated by photocopy, electronic means or fax.

CITY OF GOODYEAR

Signature
Santiago Rodriguez
Its: Interim Chief of Police

Date: _____

CONTRACTOR

Signature
Name: _____
Its: _____

Date: _____