

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

Parties

This is an agreement between the Pinal County Sheriff's Office, hereafter referred to as "PCSO" and _____ hereafter referred to as the "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 of Services

To the extent that off duty PCSO law enforcement personnel volunteer to participate in approved off duty employment, the Pinal County Sheriff will authorize off duty PCSO law enforcement personnel to perform off duty services for the above named 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, this Agreement notwithstanding. In the event of that necessity, PCSO will give Contractor as much notice of personnel unavailability as possible.

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 for according to the minimum rate schedule listed below. Designated PCSO administrative personnel will be responsible for scheduling off duty services, as well as billing and collecting pay due for services rendered.

The contractor shall pay earned monies directly to individual deputies working the off duty details and shall furnish each deputy with a Form 1099 reflecting any such payments. However, in some cases PCSO may direct that payment for all deputies working off duty to be made to Designated PCSO administrative personnel. The pay for such services (company, certified or cashiers check as determined by the Sheriff's Designee) will be forwarded to the Designated PCSO administrative personnel who will be responsible for distributing monies due the individual officers. A Form 1099 reflecting any such payments to each deputy will be required. Payment shall be made to PCSO within thirty (30) calendar days after completion of the off duty work.

Rate for deputies/supervisors:	\$41.00 per hour
Rate for each vehicle deployed:	\$4.00 per hour
Three hour minimum per deputy assigned.	

4. 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 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.

5. Compliance with Police Procedures

The above named 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.

6. Minimum time of employment

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

7. Insurance and Indemnification

The Contractor certifies that contractor is adequately insured against all forms of liability arising from the nature of its business and its performance of this Agreement, and that proof of insurance will be presented to PCSO upon request. The Contractor will be liable and hereby agrees to indemnify, defend and hold harmless Pinal County and PCSO, their officers, officials, agents, 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 agents or employees for damages because of 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 the Contractor's acts or omission in the performance of this Agreement.

8. 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.

9. Law Applied

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

10. Termination

Either party may terminate this Agreement upon 30 days written notice.

In Witness Whereof, the parties hereto have set their hands _____ day of _____, 2_____.

For the Contractor:

Type or print name _____

Signature _____, who is:

- a sole proprietor
- a partner duly authorized to sign
- a corporate officer duly authorized to sign
- duly authorized by a limited liability company
- duly authorized by a non-Pinal County governmental entity

Address _____

Phone _____

For the Pinal County Sheriff's Office

By: _____

Paul Babeu, Sheriff or Designee