

TERMS AND CONDITION GOVERNING EMPLOYMENT OF OFF-DUTY MARICOPA POLICE OFFICERS

1. Payment and Billing information is required before the start of the job via Extra Duty Solutions. Payment will be made to Extra Duty Solutions. Officers with Maricopa Police Department (“MPD”) will only be paid for the time worked, rounded to the nearest block.
2. The MPD Officer’s acceptance of employment is conditioned upon approval of the Chief of Police.
3. MPD Officer’s working conditions and demeanor is subject to onsite inspection and review by the Maricopa Police Department.
4. The Maricopa Police Department reserves the right to cancel or terminate any Extra Duty work agreement or engagement in emergency and other situations as determined by the Chief of Police or designee.
5. The Contractor agrees and acknowledges that all off-duty employment under this Agreement is provided by MPD personnel as independent contractors of Contractor and that MPD personnel on such off-duty assignments are not acting within the course and scope of their employment with MPD. MPD Officers are considered to be employees of the employer requesting extra duty work, and not the MPD or Extra Duty Solutions, for the purposes of the Arizona Worker’s Compensation laws and any injuries resulting from such employment shall be the sole responsibility of that employer.
6. 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 MPD off duty employee pursuant to this Agreement. The Contractor will not interfere and/or attempt to influence decisions or actions made by MPD off duty personnel.
7. Police related temporary employment is authorized ONLY within the boundaries of the City of Maricopa.
8. 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 Maricopa” as additional insured and waive subrogation in favor of additional insured.
 - b) Coverage. 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) 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.
- d) Workers Compensation insurance as per Section 5 above.
- 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 Maricopa Police Department, Extra 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 Extra Duty Coordinator, no later than 30 days of change.

9. EDS fees are assessed at a flat 10% in addition to the rates and fees:

Rates:

Officer Rate: \$50.00 per hour minimum of three hours
 Sergeant Not Supervising: \$50.00 per hour minimum of three hours

Officer Premium/Holiday Rate: \$65.00 per hour minimum of three hours
 Sergeant Supervising: \$65.00 per hour minimum of three hours

Sergeant Supervising Premium/Holiday Rate: \$80.00 per hour minimum of three hours

Fees:

The City of Maricopa charges an Administration Fee. The administration fee is seven dollars (\$7) per officer, per event.

The City of Maricopa charges a Vehicle Use Fee. The vehicle use fee is five dollars (\$5.00) per vehicle per hour.

10. There is a minimum of three hours. Minimums change depending on the number of hours worked. Please see the table below for minimums:

| <i>Hours</i> | <i>Minimum Hours Charged</i> |
|--------------|------------------------------|
| 0-3 | 3 |
| 4-6 | 6 |
| 7-8 | 8 |
| 9-10 | 10 |

11. Traffic Control: When roadway construction or traffic control is needed and the MPD Officer is stationed in the roadway and/or the job impedes the flow of traffic, a fully marked police vehicle will be required and billed separately.

12. Cancellation: 24 HOURS cancellation notice is required in writing, otherwise the minimum (3 hours) will be paid to the officer. 72 HOURS NOTICE is needed prior to hiring any Officer unless exigent circumstances exist.

13. Miscellaneous

- A. The City reserves all rights to cancel this Agreement for possible conflicts of interest per A.R.S. §38-511, as amended.
- B. All temporary off duty work assignments under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by the City of Maricopa. The Contractor shall also comply with all federal, state and local law and regulations that in any manner affect the services or conduct of Contractor, its agents or employees.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, save and otherwise hold harmless the City and Extra Duty Solutions, their council members, directors, officers, employees and agents ("Indemnified Parties"), for, from and against any and all losses, allegations, claims, demands, causes of action, litigation, expenses related thereto, including reasonable attorney fees and/or litigation expenses, 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 MPD personnel 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.
- D. Contractor may not assign or subcontract the services under this Agreement.
- E. 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 Pinal County, Arizona.
- F. 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.
- G. 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.
- H. Person agreeing to this Agreement represents they have authorization to execute this Agreement on behalf of Contractor and if not so authorized, the representative agrees to personally assume responsibility for the duties and liability of the Contractor.

I, the ("Outside Employer"), confirm that Outside Employer wants to hire one or more certified law enforcement officers of the City of Maricopa Police Department ("Police Department") subject to the rules the Police Department's Outside Employment Program ("Program"). Outside Employer understands that the City of Maricopa ("City") consents to such off-duty employment of the officers(s) upon the aforementioned terms and conditions and that failure to comply with these terms and

conditions may result in the termination of the off-duty employment relationship. Outside Employer understands that the City has retained Extra Duty Solutions (“EDS”) to administer the Program.