Arizona Mills Mall, LLC / City of Tempe Police Officer Duty and Expense Sharing Agreement

The Tempe Police Department, City of Tempe, and Arizona Mills Mall, LLC are agreeing on a contractual basis to share the costs of providing dedicated and specific police services as described in this agreement.

The intent of this agreement will be to assign the equivalency of two City of Tempe Police Officer positions to the Arizona Mills Mall. The cost of these dedicated police services shall be divided equally, with 50% paid by Arizona Mills Mall L.L.C. and 50% paid by the City of Tempe. The cost to Arizona Mills Mall, LLC for Officers’ salaries and related benefits for FY 2019-20 (July-June) is $135,770.99.

OBLIGATIONS

The Tempe Police Department Shall:

1. Assign the equivalency of two full-time Police Officer positions to the Mills mall.
2. Provide the Officers with vehicles, all police equipment, city benefits, and training.
3. Provide the Arizona Mills Mall, LLC local designee with specific information as to the officers’ work hours, duties, responsibilities and limitations.

The Arizona Mills Mall, LLC Shall:

1. Provide the Officers with an appropriate work environment, including an established beat office.
2. Provide the Officers with radios so as to be able to communicate with mall security.
3. Maintain current off-duty law enforcement staffing level, which currently consists of Tempe PD Officers.

TERMS

1. The Police Officers work for and are solely employed by the City of Tempe. The Police Officers will take any and all actions that they deem necessary in their obligation to enforce the laws of the State of Arizona and the City of Tempe.

2. While the Police Officers will normally be assigned to cover a seven-day work schedule, vacation, sick and other leave time that the Officers utilize will, at times, reduce our coverage at the mall. Other Police Officers will not normally be called in to take the place of a “Mall Officer” that is off on leave.

3. While the Police Officers will be given duties which include providing a high degree of visibility in the common mall areas, the Police Officers shall not be asked to utilize a punch key or any other logging device that requires the Police Officer to track the areas in the mall that they pass.

4. While it is anticipated that mall staff and other police agencies will interact with the Police Officer, the Police Officers shall report to and receive direction from City of Tempe Police supervisors only.

5. The assigned Police Officers will be considered “on duty” while at the mall, and, while the Police Department shall take all steps to minimize redeployment, on occasion, the officers may need to be removed from the mall to assist in other areas. Some situations, including by not limited to incidents of civil unrest, searches, aircraft failure, large tactical situations, etc., may necessitate the need to temporarily place the Police Officers in service positions outside of the mall area.

6. The assigned Police Officers will be called upon to perform a great variety of activities at the mall. A schedule of recommended hours to be devoted to particular activities (taking calls for service, crime prevention, education programs, etc.) will be developed with input from Mall Management Representatives.

7. To the extent permitted by law, each party shall indemnify and hold harmless the other party, and its directors, officers, agents and employees, against and from all claims, demands, suits, losses, damages, expenses, and liabilities, including without limitation, reasonable costs of defense, reasonable attorney’s
fees and reasonable witness fees, of any type arising in connection with a breach of this Agreement, or in connection with any injury to or death of any person or persons, including but not limited to employees of either party, or damage or damages to property, including by not limited to the property of either party, that such party incurs as a result of any negligence or tortious act, action or omission, by the other party or its directors, officers, agents, servants, employees, or subcontractors or persons employed by them.

8. Nothing herein contained in the Agreement shall ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to the parties. Neither party shall be under the control of or shall be deemed to control the other party. Neither party shall be the agent of or have a right or power to bind the other party without its express written consent, except as expressly provided in this Agreement.

9. No assignment or other transfer of this Agreement shall be binding or create any rights in any assignee until each assignment or other transfer is approved or accepted in writing by the other party.

10. In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of such agreements and their application shall not be affected thereby, but shall remain in force and effect.

11. This Agreement constitutes the entire agreement between the parties, and no understandings or obligations not herein or therein expressly set forth shall be binding upon them. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by both parties.

12. This Agreement shall be governed by State of Arizona law and suits pertaining to this agreement may only be brought in courts located in Maricopa County, Arizona.

13. This agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

14. The term of this agreement shall be for one year, beginning on July 1, 2019 and terminating on June 30, 2020.

This Agreement is made and entered into as of the ___ day of _______, 2019, by and between the Tempe Police Department, City of Tempe, and Arizona Mills Mall, LLC

Sylvia M. Moir  
Chief of Police  

[Signature]  6.12.19  

Arizona Mills Mall, LLC  

Vanessa Cuevas  
Police Legal Advisor  

[Signature]  

Date  

Date