

Outside Employment Work Agreement and Employer Certification

The City of Glendale through the Glendale Police Department and Combs Construction Co Inc.
(Name of Company /Organization)

An Arizona:

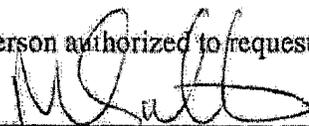
Individual Sole proprietorship Partnership Corporation Association,

Enter into this agreement, subject to the conditions herein, for Outside Employment of police officer(s) and or police employees.

For: traffic control
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Michael Sullivan

Signature of person authorized to request officers:



Title/position: Project Manager
Telephone Number(s): 602-3308-7368 Fax Number: 602-237-4182
Job location: Bethany Home Rd & 99th Ave

General Services:

- Three (3) working days prior notice is required when requesting to hire an officer/employee for outside employment. For the purpose of this agreement "Outside Employment" refers to outside employment where the actual or potential use of law enforcement powers is anticipated.
- There is a three hour minimum payment required for each position.
- The rate of pay is:
 - o \$35.00 per hour for Traffic Control
 - o \$35.00 per hour if the sale of intoxicating beverages is a factor
 - o If the work does not involve traffic control or the sale of intoxicating beverages, the rate is \$30.00 per hour.
- If four or more employees are required, then one will be a supervisor and paid \$5.00 per hour more.
- The Outside Employment Work Agreement and Employer Certification forms (Industrial Coverage and General Liability Insurance Coverage) must be completed, filed and accepted by the Glendale Police Department prior to any Outside employment work being performed.

Specific Duties Requested traffic control

Workers Compensation Coverage: The hiring agent is required to maintain Workers' Compensation insurance and Glendale Police Department employees are considered employees of the hiring agent for the purposes of the Arizona Workers' Compensation Laws. Any injuries to those employees resulting from employment are the responsibility of the hiring agent.

Officers are provided workers' compensation coverage by the City of Glendale when they are taking law enforcement action which arises while working for a private employer, provided that the officer is acting within the course and scope of his or her duties as a Glendale Police Officer (that is, taking official police action in the enforcement of local, state and federal laws and ordinances).

A Certificate of Insurance must be filed with the Glendale Police Department Outside Employment Coordinator prior to the commencement of any staffing under this agreement reflecting in force statutory coverage for Workers' Compensation Insurance and Employers' Liability.

Name of Insurance Co: see attached
Policy No: _____ Expiration: _____

General Liability Insurance Coverage is mandatory with bodily injury and personal injury limits no less than one million (\$1,000,000) per occurrence. In the event that there is a third party claim arising out of the use of the officers, the claim and any associated expenses is the responsibility of the hiring agent. A Certificate of Insurance naming the City of Glendale as an additional insured must be filed with the Glendale Police Department Outside Employment Coordinator prior to the commencement of any staffing under this agreement.

Name of Insurance Co: _____ See attached
Policy No: _____ Expiration: _____

Work Requirements and Restrictions

The primary concerns of the Glendale Police Department regarding officers and police employees working Outside Employment are protecting the employee from hazards that may result directly or indirectly from the employment, conflicts of interest that may arise from the employment, liability and risk management concerns, and providing a professional service to the community. In response to these concerns the Glendale Police Department requires its officers to adhere to the following restrictions:

- Supervisory personnel are required when four or more (4) officers/employees work simultaneously.
- Officers may work off-duty only when certified by the department to do so.
- All assignment of officers will be done through the department coordinator.
- Industrial/Workers Compensation and liability insurance are mandatory.
- Officers will not work weddings, private parties/banquets, except at **churches or on church property.**
- Officers are not permitted to work where they perform non-police tasks.
- The officers will not work outside the city limits of Glendale in uniform.
- Officers are not permitted to work where adequate officers are not hired to handle the situation safely.
- Officers will be assigned to work off-duty from a rotational assignment list.
- Three working days prior notice must be given when requesting an officer.
- A minimum of 24 hrs. prior notice must be given when canceling a department assigned job. A three (3) hr. charge per employee will be levied in the event of a cancellation without the 24-hr notice.
- There is a three (3) hr. minimum for department assigned jobs.
- **Payment for services is required to be made either at the time of the assignment or no later than a maximum of 21 days after the assignment. It is important to note that if payment is not received within the maximum 21 days then the Glendale Police Department will not authorize further staffing until payment is received in full.**

For businesses or events where the sale of intoxicating beverages is being consumed:

- The "Off Duty Coordinator" (ODC) will determine the number of officers, who will work at these locations, but in any event a minimum of two officers will be scheduled.
- Officers will be assigned primarily to the outside of the business to a perimeter position with their primary purpose being the preservation of the peace; however, officers may respond inside when police action is required, after which they will return to their perimeter position.
- If the business is serving alcohol outdoors, officers will only work outside of the serving area.
- Officers will not check forms of personal identification for the purpose of liquor law compliance, but may check identification as part of a police investigation.
- Officers observing liquor violations by employees of the business will summon an on call supervisor to the business and brief the supervisor of the circumstances. The officer will also forward a memo to the ODC for review. The supervisor will then make a determination on the liquor violation and will assign an on duty officer to conduct an investigation and to take the appropriate enforcement action.
- **Officers will make every effort to prevent intoxicated individuals from driving a vehicle away from the premises. Should officers witness an intoxicated individual driving a vehicle from the premises they will attempt to advise radio of the vehicle description, direction of travel and driver description so that the information can be relayed to on duty officers.**

At the discretion of the Police Chief, any of the foregoing may be altered to meet the needs of the department.

A completed and approved Outside Employment Work Agreement and proper certificates of insurance for workers' compensation and general liability insurance must be current and on file with the Glendale Police Department Prior to any Outside employment work being performed.

Miscellaneous

- This agreement is subject to the provisions of A.R.S. § 38-511.
- To the extent applicable under A.R.S. § 41-4401, both parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Both parties also agree that any violation of this requirement is deemed a material breach of the contract that is subject to penalties up to and including termination of this agreement. Both parties acknowledge that the other party retains the legal right to inspect the papers of the other party's contractor and subcontractor employees that perform work pursuant to this agreement in order to verify such compliance.

[SIGNATURES ON FOLLOWING PAGE]

I have read, understand, and will comply with the above restrictions. (Please initial)

JS

This agreement is binding for one year, unless otherwise agreed to, in writing.

[Signature] 5-13-16
Authorized Person or Person responsible for Payment Date

Sgt. G. [Signature] 5-19-16
City of Glendale
Glendale Police Department by its Outside Employment Coordinator Date

If you have any questions, please contact the Outside Employment Coordinator:

Contact Information:

Outside Employment Coordinator,
Sgt. C.J. Bayer,
Phone # 623-930-4032
Fax # 623-930-4164

Mailing Address

City of Glendale
Glendale Police Department,
Attn: Sgt. C.J Bayer
6835 N. 57th Drive
Glendale, AZ 85301

Revised November 2015

ATTEST:

[Signature]
City Clerk

Approved as to form

[Signature]
Attorney

0000 MA GLN SL61901C TEA-CM-GLN-0(203)T
 City of Glendale
 (Grand Canal, Loop 101 & N 107th Ave- New River)



ARIZONA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF INSURANCE AGENCY AVI Risk Management and Insurance Brokers PO Box 5220 Farmington, NM 87499	COMPANY LETTER A Phoenix Insurance Company	COMPANIES AFFORDING COVERAGE (SHOW COMPLETE COMPANY NAME)
	B Travelers Property Casualty Company	
	C The Standard Fire Insurance Company	
	D	
NAME AND ADDRESS OF INSURED Combs Construction Company, Inc PO Box 10789 Glendale, AZ 85318		

This is to certify that the policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT. <input type="checkbox"/> _____	C05G768030	1/1/2016	1/1/2017	GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$300,000 \$10,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____	8105G768030	1/1/2016	1/1/2017	BODILY INJURY (PER ACCIDENT) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE BI & PD COMBINED	\$ \$ \$ \$1,000,00
B	EXCESS LIABILITY <input checked="" type="checkbox"/> <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CUP5G768030	1/1/2016	1/1/2017		Each Occurrence Aggregate \$5,000,000 \$5,000,000
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY OTHER	UB5G76803	1/1/2016	1/1/2017	STATUTORY \$1,000,000 (Each Accident) \$1,000,000 (Nonacc-Policy Limit) \$1,000,000 (Nonacc-Each Employee)	

DESCRIPTION OF OPERATIONS/CONTRACT/EVENT:

Marijuana County, The City of Glendale, and the State Agency named below are added as additional insureds with respect to any negligence of the contractor which may be legally imputed to the Department or State. It is agreed that coverages afforded under this certificate shall be primary and any insurance carried by the State or any of its agencies, boards, departments or commissions shall be excess and not contributory insurance to that provided by the named insured.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. **THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

NAME AND ADDRESS OF CERTIFICATE HOLDER ARIZONA DEPARTMENT OF TRANSPORTATION 1651 W. JACKSON, 121F PHOENIX, ARIZONA 85007 CONTRACTS AND SPECIFICATIONS SERVICES	DATE ISSUED <u>12/30/2015</u> AUTHORIZED REPRESENTATIVE
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**CITY OF GLENDALE, ARIZONA
ENGINEERING DEPARTMENT CERTIFICATE OF INSURANCE**

The AVI Risk Management and Insurance Brokers
 Certifies that the following insurance policies have been issued on behalf of:

Name of Insured Combs Construction Company, Inc
 Address of Insured PO Box 10789; Glendale, AZ 85318

Name and Address of Additional Named Insured:
 City of Glendale, Arizona
 Attention Engineering Dept.
 5850 West Glendale Avenue
 Glendale, Arizona 85301

Type of Insurance	Carrier Name	Policy No.	Effective Date	Expiration Date	Minimum Limits of Liability
(1) Workmen's Compensation and Employers Liability	The Standard Fire Insurance Co.	UB5G76803	1/1/2016	1/1/2017	1,000,000 each accident 1,000,000 each employee 1,000,000 policy limit
(2) Commercial General Liability including: - Explosion, Collapse & Underground - Blanket contractual - Personal Injury - Broad Form Property Damage - Products/Completed Operations	Phoenix Insurance Company	CO5G768030	1/1/2016	1/1/2017	\$1,000,000 Each Occurrence Bodily Injury 1,000,000 Each Occurrence Property Damage \$2,000,000 annual aggregate products/completed operations
(3) Commercial Auto Liability including owned, non-owned and hired vehicles	Travelers Property Casualty Co	8105G768030	1/1/2016	1/1/2017	1,000,000 Each Occurrence Bodily Injury 1,000,000 Each Occurrence Property Damage
(4) Other Umbrella- \$10,000 retention	Travelers Property Casualty Co	CUP5G768030	1/1/2016	1/1/2017	8,000,000 each occurrence 8,000,000 aggregate

When the project includes construction of a new, or modification of an existing building **(in addition to the above coverage)** property coverage shall be maintained in the full amount of the contract naming City of Glendale as a loss payee as their interests may appear.

Type of Insurance	Carrier Name	Policy No.	Effective Date	Expiration Date	Policy Limit
(5) Fire, extended coverage, vandalism and malicious mischief					

All policies shall remain in effect after until all work has been completed, the City has issued final acceptance and until the time limit for filing against the project has passed. If any policy expires during the life of the Contract, a renewal Certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to expiration date. Failure of the Contractor to provide renewal certificates or the failure of the City to request renewal of certificates shall not waive the requirement and the City shall retain all rights to coverage as if the policy(ies) had not expired or been non-renewed.

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the City of Glendale.

It is further agreed that:

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date:

4/28/2016

Countersigned by:

Bill Fortner

Bill Fortner

Signature

PO Box 5220

Farmington, NM 87499

Agency Address

Contact Name: Jamie Snapp

Telephone # 505-566-4623