

Outside Employment Work Agreement and Employer Certification

The City of Glendale through the Glendale Police Department and Syufy Properties/Glendale 9 Drive-In and Swap Meet (Name of Company / Organization)

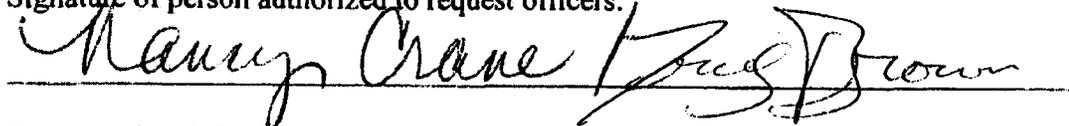
An Arizona: Individual Sole proprietorship Partnership Corporation Association,

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

For: Security and parking assistance for the drive in and/or swap meet (Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Nancy Crane/Travis Brown

Signature of person authorized to request officers:



Title/position: VP of Operations/General Manager

Telephone Number(s): (415)497-7649/(623)695-2922

Fax Number: (623)937-0273

Job location: 5650 N. 55th Ave. Glendale, AZ 85301

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.
- A Late Notice Fee of \$5 per hour will be added to the hourly rate for any shift that is requested with less than six hours' notice (from the requested shift start time).
- There is a three hour minimum payment required for each position.
- The rate of pay is (Effective Jan. 1, 2017):
 - \$40.00 per hour for Traffic Control
 - \$40.00 per hour if the sale of intoxicating beverages is a factor
 - If the work does not involve traffic control or the sale of intoxicating beverages, the rate is \$35.00 per hour.
- If four or more employees are required, then one will be a supervisor and paid \$5.00 per hour more.
- A Holiday Pay Rate, calculated as time and a half, will be in effect when officers are scheduled to work any of the following days:

New Year's Eve

New Year's Day

Easter

Memorial Day

4th of July

Labor Day

Day before Thanksgiving

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

- 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: Provide security and parking assistance during the drive-in and swap meet events. Monitor parking lots and vending areas for any suspicious activity. Take appropriate enforcement needed to address the issues.

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 Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Name of Insurance Co: Sentry Casualty Company
Policy No: 90185560100161 Expiration: 2/1/2017

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: Allied World Assurance Co
Policy No: 03052729 Expiration: 12/1/2016

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

- **Conflict of Interest.** This agreement is subject to the provisions of A.R.S. § 38-511.
- **Immigration Law Compliance.** 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.

- **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- **No Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

Q/

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

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

Nancy Crane / [Signature]

 Authorized Person or Person responsible for Payment

Date: 8/19/2016

Sgt C.J. Bayer 6538

 Glendale Police Department by its Outside Employment Coordinator

Date: 8/24/16

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 August 2016

ATTEST:

[Signature]

 City Clerk

[Signature]

