

CITY CLERK ORIGINAL

C-9543
12/19/2014

Outside Employment Work Agreement and Employer Certification

The Glendale Police Department and Syafy 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: General Manager/District Manager

Telephone Number(s): (623) 931-0877/ (415) 497-7649

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.
- There is a three hour minimum payment required for each position.
- The rate of pay is:
 - \$35.00 per hour for Traffic Control
 - \$35.00 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 \$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 Provide security and parking assistance during drive in and swap meet events. Monitor parking lots and vending areas for any suspicious activity. Take appropriate enforcement needed to address 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.

Name of Insurance Co: Sentry Insurance, A Mutual Company
Policy No: 24988 Expiration: 2/1/2015

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 serving area 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]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Glendale Police Department - Attn: Sgt. C.J. Bayer 6835 N. 57th Drive Glendale AZ 85301	See Attached Named Insured Schedule. RE: Outside Employment Work Agreement and Employer Certification contract. The City of Glendale AZ is included as an Additional Insured with respect to General Liability per attached CG 20 10 07 04 form.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Syufy Enterprises et al
Updated for December 1, 2014 to December 1, 2015

Syufy Enterprises	NBR Tomatina Dublin LLC
Syufy Properties, Inc.	NBR Tomatina San Rafael LLC
Raymond W. Syufy	NBR Tomatina Santa Clara LLC
Marcia Syufy	NBR Tomatina Walnut Creek LLC
Joseph Syufy	NBR Tomatina San Jose LLC
Pelican Fund LP	NBR Tomatina Union City LLC
Raymond J. Syufy Enterprises Trust	NBR Tomatina San Mateo LLC
100 Pelican LLC	Noor-EI Camino LLC
150 Pelican LLC	North Bay Restaurants LLC
2471-2481 Berryessa, LLC	Pacific Square Holdings LLC
Almaden-Gallup Ave LLC	Pelican Fund LP
Bay Jet LLC	Pinole Ridge LLC
Berryessa-Capitol Ave LLC	Pleasant Hills Property LLC
Blue Oaks-Fairway LLC	Redwood Crossing LLC
Bradshaw Landing LLC	Simas-East Market LLC
Colorado Springs Landing, LLC	Solano Gateway LLC
Contra Costa Retail Center LLC	Southbay-Carson LLC
Dyer Triangle LLC	Stadium Promenade LLC
El Charro Vista LLC	SY Bradshaw Road LLC
First Century Plaza, LLC	SY Casa Paloma LLC
Fruitvale Station LLC	SY Gilbert Commons I LLC
Goleta Gardens LLC	SY Gilbert Commons II LLC
Golf Holdings LLC - See Below	SY Gilbert Commons III LLC
Gumtree LLC	SY Oates Drive LLC
Howe Avenue Holdings LLC	SY Warner Ranch LLC
Jackrabbit LLC	SyWest Development LLC
Murray Jenkins LLC	SyWest Holdings LLC
NBR Tomatina LLC	Woodland - Lootens LLC
NBR Tomatina Alameda LLC	SY Howe Arden LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Susan Stockdale PHONE: (A/C No.) 415-399-6426 FAX: (A/C No.) 415-989-9923 EMAIL: astockdale@wsandco.com	
INSURED SYUFENT-01 Syufy Enterprises 150 Pelican Way San Rafael CA 94901		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Sentry Insurance, A Mutual Company 24988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1098918271 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADD'L SUBR. INSR. LTR.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (per occurrence) \$ MED EXP (per one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (per accident) \$ BODILY INJURY - Per person \$ BODILY INJURY - Per accident \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	901855601	2/1/2014	2/1/2015	X WC STATUS: <input type="checkbox"/> OTH-TRY LIMITS: <input type="checkbox"/> ES E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Outside Employment Work Agreement and Employer Certification contract. Evidence of Insurance.

CERTIFICATE HOLDER Glendale Police Department Attn: Sgt. C.J. Bayer 6835 N. 57th Drive Glendale AZ 85301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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