

**CITY CLERK  
ORIGINAL**

**C-10205  
08/11/2015**

**Outside Employment Work Agreement  
and Employer Certification**

The Glendale Police Department and Pointe Schools  
(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: District Office Meetings as needed  
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Kristin Parker

Signature of person authorized to request officers:

*Kristin Parker*

Title/position: Human Resources/Exec Asst

Telephone Number(s): 602-843-2014

Fax Number: 602-843-2015

Job location: 5940 W. Union Hills Dr., Suite B-100

**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 \_\_\_\_\_

**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: Employers Insurance Group  
Policy No: EIG1710472      Expiration: 08/01/16

**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: Hanover Insurance Company  
Policy No: ZD49393060-03      Expiration: 01/01/16

**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) **KP**

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

*Kristin Parker*

Authorized Person or Person responsible for Payment

Date 08/10/15

*Sgt C.J. Bayer 6530*

Glendale Police Department Outside Employment Coordinator

Date 8-10-15

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**

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

Revised August 2014

ATTEST:

*Dawn McCluskey*  
\_\_\_\_\_  
City Clerk

Approved as to form

*[Signature]*  
\_\_\_\_\_  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2015

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).

<b>PRODUCER</b> Farmer Woods Group 919 North 1st Street  Phoenix AZ 85004		<b>CONTACT NAME:</b> Leisa Youngman <b>PHONE (A/C No. Ext):</b> (602) 264-0566 <b>E-MAIL ADDRESS:</b> leisa-youngman@leavitt.com		<b>FAX (A/C No):</b> (602) 277-4706	
<b>INSURED</b> Pointe Educational Services Inc, DBA: Pointe 5940 W Union Hills Dr Ste B100  Glendale AZ 85308		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: Massachusetts Bay Ins Co		22306	
		INSURER B: Allmerica Financial Benefits		41840	
		INSURER C: Hanover Insurance Company		022292	
		INSURER D: Employers Insurance Group		A21415	
		INSURER E:			
		INSURER F:			

**COVERAGES** CERTIFICATE NUMBER: 15/16 eff 8/1 GL, AL, Umb, WC 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	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZD49393060-03	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY			AW49365751-03	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Towing \$ 50
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UR49393062-03	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG1710472	8/1/2015	8/1/2016	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Evidence of Insurance Certificate holder is named as additional insured per 421-0363 02/11 as required by contract.

<b>CERTIFICATE HOLDER</b>  City of Glendale 5850 W Glendale Ave Glendale, AZ 85301	<b>CANCELLATION</b>  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  Leisa Youngman/LEYOUN <i>Leisa Youngman</i>
--	---