

CITY OF GLENDALE
ORIGINAL

C-11245
10/19/2016

Outside Employment Work Agreement and Employer Certification

The City of Glendale through the Glendale Police Department and Allied Barton Security Services (Name of Company / Organization)

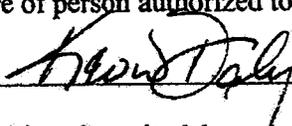
An Arizona: Individual Sole proprietorship Partnership Corporation Association,

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

For: Arrowhead Towne Center (Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Kevin Daly & Maria Halstead

Signature of person authorized to request officers: -



Title/position: Security Manager

Telephone Number(s): 602 619 6622

Fax Number: _____

Job location: 7700 W Arrowhead Towne Center Glendale AZ 85308

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: _____

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: Marsh USA Inc.
Policy No: WRW3000993 Expiration: 11/01/2016

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: Marsh USA Inc.
Policy No: 023058098 Expiration: 11/01/2016

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.

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

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

[Signature]
Authorized Person or Person responsible for Payment Date: 10/17/16

[Signature]
Glendale Police Department by its Outside Employment Coordinator Date: 12-19-16

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

Approved as to form

[Signature]
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2015

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).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 022721-ALL-GAWU-15-16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED AB CAPITAL HOLDINGS LLC ALLIED SECURITY HOLDINGS LLC ALLIEDBARTON SECURITY SERVICES LP (SEE ATTACHED FOR ADDITIONAL NAMED INSUREDS) 161 WASHINGTON STREET, SUITE 600 CONSHOHOCKEN, PA 19428	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: XL Insurance America, Inc.	24554
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CLE-004606156-25 **REVISION NUMBER:** 16

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		023058098	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> SIR \$750,000					PERSONAL & ADV INJURY	\$ 10,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG	\$ 10,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY		RAD9437753	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<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)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB		023058099	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 8,000,000
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		RWD3000992 (AOS)	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	RWR3000993 (WI)	11/01/2015	11/01/2016	E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OUTSIDE EMPLOYMENT OF POLICE OFFICERS AT ARROWHEAD TOWNE CENTER, 7700 W. ARROWHEAD TOWNE CTR., GLENDALE, AZ 85308.

THE CITY OF GLENDALE AND THE GLENDALE POLICE DEPARTMENT ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, WITH RESPECT TO GENERAL LIABILITY, BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER CITY OF GLENDALE C/O GLENDALE POLICE DEPARTMENT OUTSIDE EMPLOYMENT COORDINATOR 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 022721

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED AB CAPITAL HOLDINGS LLC ALLIED SECURITY HOLDINGS LLC ALLIEDBARTON SECURITY SERVICES LP (SEE ATTACHED FOR ADDITIONAL NAMED INSURED) 161 WASHINGTON STREET, SUITE 600 CONSHOHOCKEN, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSURED:

- ALLIEDBARTON SECURITY SERVICES LLC
- SPECTAGUARD ACQUISITION LLC
- AB INTERMEDIATE HOLDINGS, INC.
- C & D ENTERPRISES, INC.
- ALLIEDBARTON (NC) LLC