Glendale Police Department Off-Duty Work Agreement and Hiring Agent Certification

The City of Glendale through the Glendale Police Department and
(Name of Company / Organization)
An Arizona: ☐ Individual ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☐ Association, the Hiring Agent.

Enter into this agreement, subject to the conditions herein, for off-duty employment of police officer(s) For: (Assignment / Event / Activity)

Printed name of person (s) authorized to request officers:
Signature of Hiring Agent's representative authorized to enter into agreement:

_____

Title/position:
Telephone Number(s): Fax Number:
Job location:

General Services

- Two (2) working days prior notice is requested when requesting to hire an officer(s) for off-duty employment. For the purpose of this agreement "off-duty employment" refers to employment where the actual or potential use of law enforcement powers is anticipated by an off-duty employer (hiring agent).
- There is a three (3) hour minimum payment required for each position.
- The minimum rate of pay is (Effective August 1, 2024):
  - $75.00 per hour for all off duty jobs. The hiring agent reserves the right to pay a higher hourly rate than the minimum rate outlined in this agreement,
  - Holiday pay – rate determined at 1.5 times the minimum negotiated rate (see below for listed holidays)
  - Additional $20.00 per hour for emergency last minute jobs (less than 24 hours' notice)
- If four (4) or more employees are required, then one (1) will be a supervisor and be paid $10.00 per hour more than the other three (3) officers (i.e., 3 officers, 1 sergeant)
- The coordinator shall have sole discretion to determine the final number of officers required for the event considering, but not limited to, the specific nature and type of event, as well as the projected or actual attendance numbers provided by the vendor.
- Holidays:

New Year's Eve	New Year's Day	Easter	Martin Luther King Day

Veterans Day	Day before Thanksgiving	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day		

- The Off-Duty 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 off-duty employment work being performed.

Specific Duties Requested:

Workers Compensation Coverage The hiring agent is required to maintain Workers' Compensation insurance and to the extent permitted by law, 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 Off-Duty 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/incident for bodily injury or disease.

Name of Insurance Co:
Policy No: Expiration:

General Liability Insurance Coverage and Indemnification General Liability Insurance coverage is mandatory with bodily injury and personal injury limits no less than one million ($1,000,000) per occurrence. A Certificate of Insurance naming the City of Glendale as an additional insured must be filed with the Glendale Police Department Off-Duty Employment Coordinator prior to the commencement of any staffing under this agreement.

Name of Insurance Co:
Policy No: Expiration:

To the fullest extent permitted by law, the hiring agent shall indemnify and hold harmless the City of Glendale, their agents and employees, including the off-duty officers employed, against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of, or resulting from the performance of off-duty work, regardless of whether the said claims arise, in whole or in part, from the active or passive negligence, or the intentional or non-intentional acts or omissions of the officers. The claims and any and all associated expenses shall be the sole responsibility of the hiring agent.

Work Requirements and Restrictions The primary concerns of the Glendale Police Department regarding officers and police employees working off-duty 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(s).
- Off-duty brokers may contact officers directly for emergency last minute off-duty jobs provided the officer has registered their name and contact information with the broker.
- Industrial/Workers Compensation and liability insurance are mandatory.
- Officers will not work weddings, private parties, or banquets; except at churches, on church property, or at the Glendale Civic Center.
- Officers will not work private estate sales, funerals, private functions, marijuana dispensary, private investigatory work, process server, tow company. This list is not all inclusive and final determination of off-duty employment will be determined by the Off-Duty Coordinator.
- Officers are not permitted to work where they perform non-police tasks.
- The officers will not work outside the city limits of Glendale except for traffic related off-duty jobs.
- 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.
- A minimum of 24-hours prior notice must be given when canceling a department assigned job. A three (3) hour charge per employee will be levied in the event of a cancellation without the 24-hour notice.
- There is a three (3) hour minimum for any scheduled off-duty jobs.
- **Receipt of payment is required to be made either at the time of the assignment or no later than a maximum of 14 days after the assignment. It is important to note that if payment is not received within the maximum 14 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 will determine the number of officers, who will work at these locations, but in any event a minimum of two (2) 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 Off-Duty Coordinator 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/Dispatch 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 amended to meet the needs of the Department. A 60-day notice will be applied for work agreement term changes and a new work agreement will be sent to the respective employer/off-duty broker.

Off-duty employers/off-duty brokers agree to utilize Glendale Police Officers for off-duty jobs within City of Glendale limits. If no Glendale police officers are available, then the off-duty employers/off-duty brokers may utilize Arizona certified police officers from other agencies.

A completed and approved Off-Duty 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 off-duty employment work being performed.

It is the responsibility of the off-duty employer/off-duty broker to provide current proof of liability and Workers' Compensation insurance to the Off-Duty Coordinator upon their annual renewals.

Miscellaneous

- Conflict of Interest. This agreement is subject to the provisions of A.R.S. § 38-511.
- E-Verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants 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). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the City. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 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 Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

- Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- Term. This agreement shall have a term of five years unless otherwise agreed in writing. Notwithstanding any other provision in this agreement, either party may terminate this agreement for convenience with sixty (60) days prior written notice.

I have read, understand, and will comply with the above restrictions: (Please sign below)

_____

Hiring Agent/Authorized Person Printed Name Title

Date: This agreement expires on:

Recommended for approval by:

_____

Glendale Police Department Off-Duty Employment Coordinator

Date:

If you have any questions, please contact the Off-Duty Employment Coordinator:

Contact Information:	**Mailing Address:**
Off-Duty Employment Coordinator jcalderon@glendaleaz.com Sgt. James Calderon Phone No. 623-930-3464	Glendale Police Department Attn: Sgt. James Calderon 6835 N. 57th Drive Glendale, AZ 85301

_____

Colby Brandt, Chief of Police

ATTEST:

_____

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney