

CITY CLERK
ORIGINAL
Outside Employment Work Agreement
and Employer Certification

C-10204
08/12/2015

The Glendale Police Department and Glendale Union High School District
(Name of Company /Organization)

An Arizona:

Individual Sole proprietorship Partnership Corporation Association, **Public School District**

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

For: District Events

(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: School Administrators

Signature of person authorized to request officers:

Title/position: _____

Telephone Number(s): _____

Fax Number: _____

Job location: Local Schools as requested

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: Alliance
Policy No: 1963-SA-AZ-215 Expiration: 6-30-16

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: Arizona School Risk Retention Trust, Inc.
Policy No: Agreement 220-2014 Expiration: 6-30-16

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]

ATTORNEY DETERMINATION:

The undersigned attorney has determined that this Agreement between the Glendale Union High School District and the City of Glendale Service Agreement for the 2015-16 school year is in proper form and is within the power and authority granted under the laws of Arizona.

By: Sonia M. Blain
Sonia Blain
Public Agency Legal Counsel for GUHSD

Date: 7-10-15

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ENDORSEMENT 220 - 2015

THIS ENDORSEMENT, EFFECTIVE JULY 1, 2015 AT 12:01 A.M. STANDARD TIME WILL REMAIN IN FORCE UNTIL CANCELLED. THIS ENDORSEMENT FORMS PART OF COVERAGE AGREEMENT NO. 220 BETWEEN GLENDALE UNION HIGH SCHOOL DISTRICT NO. 205 AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED, TO THE EXTENT ESTABLISHED BY THE TERMS OF THE INTERGOVERNMENTAL AGREEMENT, AS ADDITIONAL COVERED PARTY(IES) WITH RESPECT TO APPENDIX A.1, ITEM 2, COVERAGE A, BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY:

THE CITY OF GLENDALE, ARIZONA

LIMITS OF LIABILITY:

\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE

DESCRIPTION OF OPERATIONS/PROPERTY TO WHICH THIS COVERAGE APPLIES:

AS RESPECTS DISTRICT USE OF OFF DUTY GLENDALE POLICE OFFICERS TO WORK AS NEEDED AT AUTHORIZED GUHSD SCHOOL EVENTS FROM 7/1/2015 THRU 6/30/2016.

THIS COVERAGE, WITH RESPECT TO SUCH PERSON OR ORGANIZATION, SHALL NOT EXCEED THE TERMS, CONDITIONS AND AMOUNT FOR WHICH THE DISTRICT HAS CONTRACTED TO PROVIDE, AND IN NO EVENT EXCEED THE COVERAGE AND APPLICABLE LIMITS OF LIABILITY OF APPENDIX A.1 OF THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.



KLISSA RUESCHHOFF

FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

The Alliance

The Arizona School Alliance for Workers' Compensation, Inc.

VERIFICATION OF COVERAGE

ISSUE DATE: 8/11/2015

AGREEMENT NO.: 1963-SA-AZ- 215

DISTRICT:

GLENDALÉ UNION HIGH SCHOOL DISTRICT NO. 205
7650 N. 43RD AVE.
GLENDALÉ, AZ 85301
MR. LOU WIEGAND
CHIEF FINANCIAL OFFICER

COVERAGE PROVIDED BY:

ARIZONA SCHOOL ALLIANCE FOR WORKERS'
COMPENSATION, INC.
P.O. BOX 33037
PHOENIX, ARIZONA 85067
PHONE: (888) 252-4689
FAX: (602) 266-7754

THIS VERIFICATION OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS VERIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED. THIS VERIFICATION IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE DISTRICT FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, WITH RESPECT TO WHICH THIS VERIFICATION MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE.

| TYPE OF COVERAGE | LOCATION/DESCRIPTION | LIMIT OF COVERAGE |
|-----------------------|---|--|
| WORKERS' COMPENSATION | | STATUTORY |
| EMPLOYERS' LIABILITY | BODILY INJURY BY ACCIDENT BODILY INJURY BY DISEASE BODILY INJURY BY DISEASE | \$500,000 EACH ACCIDENT \$500,000 EACH EMPLOYEE \$500,000 COVERAGE OR POLICY LIMIT |
| OTHER | | |

DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES:

(NOTE: ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS CONTAINED IN THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC.)

AGREEMENT NO.: 1963-SA-AZ-215

AGREEMENT PERIOD: 7/1/2015 UNTIL CANCELED

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR GLENDALÉ UNION HIGH SCHOOL DISTRICT NO. 205 AS RESPECTS ARIZONA PUBLIC SCHOOL DISTRICT

CANCELATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC. WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC., ITS AGENTS, OR REPRESENTATIVES.

CERTIFICATE HOLDER:

GLENDALÉ POLICE DEPARTMENT
SGT. C.J. BAYER
6835 N. 57TH DRIVE
GLENDALÉ, AZ 85301
ATTN: SGT. C.J. BAYER



8/11/2015

KLISSA RUESCHHOFF
FOR: THE ARIZONA SCHOOL ALLIANCE FOR WORKERS'
COMPENSATION, INC.