

CITY CLERK  
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C-11080  
08/24/2016

## Outside Employment Work Agreement and Employer Certification

The Glendale Police Department and Deer Valley Unified School District No. 97  
(Name of Company /Organization)

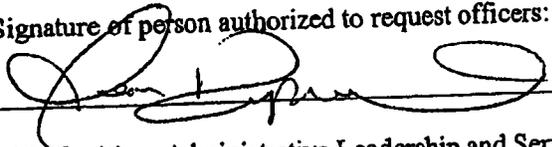
An Arizona:  
 Individual  Sole proprietorship  Partnership  Corporation  Association,  School District

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

For: Many Different school events  
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Mrs. Jean Koeppen

Signature of person authorized to request officers:



Title/position: Administrative Leadership and Services Manager  
Telephone Number(s): 623-445-4934 Fax Number: 623-445-5090  
Job location: DVUSD District Office  
20402 N. 15<sup>th</sup> Ave.  
Phoenix, AZ 85027

### 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:
  - o \$35.00 per hour for Traffic Control
  - o \$35.00 per hour if the sale of intoxicating beverages is a factor
  - o 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 SSO Officers at selected campuses and security at school events

**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: Self-insured through Valley Schools Workmen's Compensation Pool 623-594-4370  
Policy No: N/A Expiration: 6/30/2017

**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.

**Officers are covered under the City of Glendale liability policy 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).**

Name of Insurance Co: Self-insured through Valley Schools Workmen's Compensation Pool 623-594-4370  
Policy No: N/A Expiration: 6/30/2017

### **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 A.R.S. § 38-511.
- Immigration Law Compliance. Company/Organization warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 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.

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

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

Deke Splaing, DIR OF FINANCE  
Authorized Person or Person responsible for Payment

Date 7/28/16

ATTPS  
Glendale Police Department Outside Employment Coordinator

Date 8-24-16

City Clerk

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 10-15-09



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/12/2016

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 VALLEY SCHOOLS INSURANCE TRUST PO BOX 41760 PHOENIX, AZ 85080 (623) 594-4370,	CONTACT NAME:		
	PHONE (A/C, No., Ext):	623-594-4370	FAX (A/C, No.):
INSURED DEER VALLEY UNIFIED SCHOOL DISTRICT #97 VALLEY SCHOOLS INSURANCE TRUST 20402 N. 15TH AVENUE PHOENIX, AZ 85027 ATTN: DAWN CURRAN (623) 445-5000	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	VALLEY SCHOOLS INSURANCE TRUST	
	INSURER B:	SAFETY NATIONAL CASUALTY	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER:**      **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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SIR-750,000 SP-4054871-AZ-EXCESS	7/1/2016	7/1/2017	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Certificate Holder is Named Additional Insured As Re; Glendale Police Department To Provide "Off Duty" Coverage At Various Deer Valley Unified School District Facilities. This Coverage Is "Outside Employment"; Outside Employment Meaning Where The Actual Or Potential Use Of Law Enforcement Powers Is Anticipated, City Of Glendale Coverage Will Take Precedence When The Officer Is Taking Law Enforcement Action Which Arises While Working For Deer Valley Unified School District, Provided That The Officer Is Acting Within The Course And Scope Of His/her Duties As A Glendale Police Officer, That Is, Taking Official Police Action In The Enforcement Of Local, State & Federal Law Ordinances. (note: Terms, Provisions And Conditions Incorporated In Inter-governmental Agreements, Ordinances And Licenses Shall Take Priority Over Above Limitations)

<b>CERTIFICATE HOLDER</b>  CITY OF GLENDALE GLENDALE POLICE DEPARTMENT 5850 W GLENDALE AVENUE GLENDALE, AZ 85303	<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  