

ORIGINAL

C-11102
09/02/2016

Outside Employment Work Agreement and Employer Certification

The Glendale Police Department and Peoria Unified School District
(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: A variety of school related events/activities i.e. governing board mtgs, dances, and personnel concerns
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Ali Bridgewater, Lynne Cordova

Signature of person authorized to request officers:

 

Title/position: Administrator (Bridgewater), Secretary (Cordova)

Telephone Number(s): 623-486-6000

Fax Number: 623-486-6009

Job location: District Administration Center 6330 W. Thunderbird Rd., Glendale, AZ 85306

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: _____ *Attached*
Policy No: _____ Expiration: _____

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, Valley Schools Insurance Trust*
Policy No: *N/A* Expiration: _____

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) *WMA*

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

Ken [Signature]
Authorized Person or Person responsible for Payment

8/9/16
Date

Sgt [Signature] 6535
Glendale Police Department Outside Employment Coordinator
[Signature]
City Clerk

[Signature]
City Attorney

Approved as to form Date *9-2-16*

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

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 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY SCHOOLS INSURANCE TRUST INSURER B: SAFETY NATIONAL INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C No.): NAIC#
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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.

CLASS	TYPE OF INSURANCE	AGENCY	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RET. <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	EACH OCCURRENCE DAMAGES/CONTENT PREMISES (EXCEPTED) MED EXP (Any one person) PERSONAL & ADJUTORY GENERAL AGGREGATE PRODUCTS - COMP/PROP AGG
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED: RETENTIONS: 500/SIR		SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (EXCEPTED) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in AZ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SIR - 750,000 SP-4054871-AZ - EXCESS	7/1/2016	7/1/2017	WC STAT. L. F. BY L. F. BY E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE 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 Peoria 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 Peoria 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)

CERTIFICATE HOLDER GLENDALE POLICE DEPARTMENT ATTN: SGT WENGE AREVLAO 6261 N. 83RD AVENUE GLENDALE, AZ 85305 FAX 623-772-7160	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 <i>[Signature]</i>
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sent
7/13/16



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 41780 PHOENIX, AZ 85080 (623) 594-4370	CONTACT NAME	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C No. Ext.) 623-594-4370	INSURER A: VALLEY SCHOOLS INSURANCE TRUST	
INSURED PEORIA UNIFIED SCHOOL DISTRICT #1 VALLEY SCHOOLS INSURANCE TRUST 6330 W. THUNDERBIRD ROAD GLENDALE, AZ 85306 ATTN: DANA ORTA (623) 412-5316	EMAIL ADDRESS	INSURER B:	
		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.

INER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOB <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SELF INSURED TO \$1,000,000	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VENUES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
This Certifies That Peoria Unified School District Maintains For All Agencies, Boards, Commissions And Employees Insurance And Self-Insurance Of The Types And Amounts Specified Above In Accordance With A.S. 41-621 & 41-622; Certificate Holder Is Additional Insured With Respect To Liability Only Caused By The Negligent Acts Or Omissions Of The Named Insured. The Limits Of Insurance Applicable To Additional Insured Are Lesser Of The Policy Limits Or Those Specified In A Contract Or Agreement, As Re. Any And All Events, Meetings, Elections Or Activities Sponsored By The Peoria Unified School District At Any And All Locations In The City Of Glendale. (note Terms, Provisions And Conditions Incorporated In Intergovernmental Agreements, Ordinances And Licenses Shall Take Priority Over Above Limitations. Failure To Provide Renewal Certificates Shall Not Void The Insurance And Indemnification Requirements Contained Therein. This Certificate Supersedes Any Previously Issued Certificates

CERTIFICATE HOLDER CITY OF GLENDALE 5850 W. GLENDALE AVENUE 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 <i>Dana Orta</i> 7/13/16
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