

**CITY CLERK  
ORIGINAL  
Outside Employment Work Agreement  
and Employer Certification**

C-11428  
12/19/2016

The City of Glendale through the Glendale Police Department and Glendale Elem. School Dist. #40  
(Name of Company /Organization)

An Arizona:

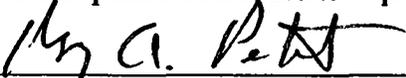
Individual  Sole proprietorship  Partnership  Corporation  Association,

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

For: VARIOUS School FUNCTIONS  
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: RODNEY PETRICK

Signature of person authorized to request officers:



Title/position: Risk Manager

Telephone Number(s): 623-237-7181

Fax Number: 623-237-7290

Job location: VARIOUS Schools

**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 Conduct Normal Law Enforcement Activities

**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: Industrial Commission of Arizona  
Policy No: ICA Cert. #1105      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.

Name of Insurance Co: Arizona School Risk Retention Trust  
Policy No: 219      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 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)RP

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

Rocky A. Petaj 12/2/2016  
Authorized Person or Person responsible for Payment Date 12/2/2016

Sgt. C. J. Bayer 6538  
Glendale Police Department by its Outside Employment Coordinator Date 12/14/16

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

**ATTEST:**

J. Bow  
City Clerk

Approved as to form

**Mailing Address**

City of Glendale  
Glendale Police Department,  
Attn: Sgt. C.J Bayer  
6835 N. 57th Drive  
Glendale, AZ 85301

[Signature]  
City Attorney

Revised August 2016

# The Trust

in partnership with the Alliance and SCIP

## VERIFICATION OF COVERAGE

ISSUE DATE: 12/2/2016		AGREEMENT NO.: 219
DISTRICT:  GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 7301 N. 58TH AVE. GLENDALE, AZ 85301 MR. MIKE BARRAGAN ASSIST. SUPT. OF FINANCE		COVERAGE PROVIDED BY:  ARIZONA SCHOOL RISK RETENTION TRUST, INC. 333 EAST OSBORN ROAD, SUITE 300 PHOENIX, ARIZONA 85012 PHONE: (800) 266-4911 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
AUTOMOBILE PHYSICAL DAMAGE		
ALL RISK PROPERTY		
COURSE OF CONSTRUCTION		
TYPE OF COVERAGE	LIMITS OF LIABILITY	
COMPREHENSIVE GENERAL AND AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE	
OTHER		
DESCRIPTION OF OPERATIONS, PERIOD AND CONDITIONS TO WHICH THIS COVERAGE APPLIES: (NOTE: ALL COVERAGE IS SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS AND DEDUCTIBLES CONTAINED IN THE AGREEMENT BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.)		
AGREEMENT NO.: 219	AGREEMENT PERIOD: 7/1/2016 UNTIL CANCELED	
THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 AS RESPECTS OFF DUTY GLENDALE POLICE OFFICERS TO WORK AS NEEDED AT VARIOUS GUHSD SCHOOL EVENTS THROUGH JUNE 30, 2017 PURSUANT TO THE OUTSIDE EMPLOYMENT WORK AGREEMENT, CITY OF GLENDALE IS/ARE ADDED AS AN ADDITIONAL COVERED PARTY(IES) TO APPENDIX A.1., ITEM 2., COVERAGE A., BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY TO THE AGREEMENT NO. 219 BETWEEN THE DISTRICT AND THE ARIZONA SCHOOL RISK RETENTION TRUST, INC.		
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ARIZONA SCHOOL RISK RETENTION TRUST, 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 TRUST, ITS AGENTS OR REPRESENTATIVES.		
CERTIFICATE HOLDER:  GLENDALE POLICE DEPARTMENT 6835 N. 57TH DRIVE GLENDALE, AZ 85301 ATTN: SGT. C.J. BAYER		

*Johanna Nassif*

12/2/2016

JOHANNA NASSIF  
FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

**ARIZONA SCHOOL RISK RETENTION TRUST, INC.**

**ENDORSEMENT 219-2008**

THIS ENDORSEMENT, EFFECTIVE DECEMBER 2, 2016 AT 12:01 A.M. STANDARD TIME WILL REMAIN IN FORCE UNTIL CANCELLED. THIS ENDORSEMENT FORMS PART OF COVERAGE AGREEMENT NO. 219 BETWEEN GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 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 OUTSIDE EMPLOYMENT WORK AGREEMENT, AS ADDITIONAL COVERED PARTY(IES) WITH RESPECT TO APPENDIX A.1, ITEM 2, COVERAGE A, BODILY INJURY AND/OR PROPERTY DAMAGE LIABILITY:**

CITY OF GLENDALE

**LIMITS OF LIABILITY:**

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

**DESCRIPTION OF OPERATIONS/PROPERTY TO WHICH THIS COVERAGE APPLIES:**

AS RESPECTS OFF DUTY GLENDALE POLICE OFFICERS TO WORK AS NEEDED AT VARIOUS GUHSD SCHOOL EVENTS THROUGH JUNE 30, 2017

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.



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JOHANNA NASSIF

FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

# THE INDUSTRIAL COMMISSION OF ARIZONA



## ADMINISTRATION DIVISION

DALE L. SCHULTZ, CHAIRMAN  
JOSEPH M. HENNELLY, JR., VICE CHAIR  
SCOTT P. LEMARR, MEMBER  
ROBIN S. ORCHARD, MEMBER

SYLVIA SIMPSON, CPA  
CHIEF FINANCIAL OFFICER  
PHONE: (602) 542-4654  
FAX: (602) 542-3070

JAMES ASHLEY, DIRECTOR

January 1, 2016

To Whom It May Concern

Glendale Elementary School District No. 40 was granted Self-Insurance Authority on July 1, 2005 and has been authorized by the Industrial Commission of Arizona, with Self-Insurance Authority, since that time. Per R20-5-1105, Resolution of Authorization, Glendale Elementary School District No. 40's Self-Insurance Authority is still valid.

R20-5-1105, of the Industrial Commission of Arizona's Self-Insurance Rules states the following: The Commission shall issue a Resolution of Authorization to an applicant that meets the requirements of the Article. The Commission shall annually review and renew a Resolution of Authorization to self-insure. The authority to self-insure is valid and continues in effect until the Commission takes action under this Article or the self-insured terminates its authorization to self-insure under R20-5-1136.

Lastly, Glendale Elementary School District No. 40 has submitted a complete and satisfactory self insurance renewal package. This letter shall serve as licensing verification for Glendale Elementary School District No. 40's continuing self insurance authority.

If there are any questions, please feel free to contact (602)-542-1839 or e-mail at [Renee.Pastor@azica.gov](mailto:Renee.Pastor@azica.gov).

*Renee Pastor*

Renee Pastor  
Self-Insurance  
Industrial Commission of Arizona