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C-9292-1
12/07/2015

Outside Employment Work Agreement and Employer Certification

The Glendale Police Department and Pendergast Elementary School District No. 92
(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: Governing Board Meeting at Sunset Ridge on September 15, 2015, from 6:30PM – 9:30PM
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Regina Robles

Signature of person authorized to request officers:

Regina Robles

Title/position: Executive Assistant to Chief Business Officer
Telephone Number(s): 623-772-2215 Fax Number: 623-877-8188
Job location: Sunset Ridge Elementary School 8490 W Missouri Ave., Glendale AZ 85305

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 Monitor the Governing Board Meeting

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: Arizona School Risk Retention Trust
Policy No: 55 Expiration: 6/30/2016

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: 55 Expiration: 6/30/2016

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 then 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]

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

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

Brian L Mc Chief Business Officer

Authorized Person or Person responsible for Payment Date 9/11/15

Sgt. C J Bayer #6538

Glendale Police Department Outside Employment Coordinator Date 11-24-15

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 August 2014

ATTEST:

City Clerk

Approved as to form

City Attorney

The Trust

in partnership with the Alliance and SCIP

VERIFICATION OF COVERAGE

ISSUE DATE: 9/14/2015	AGREEMENT NO.: 55
DISTRICT: PENDERGAST ELEMENTARY SCHOOL DISTRICT NO. 92 3802 N. 91ST AVE. PHOENIX, AZ 85037 MR. BRIAN MEE CHIEF BUSINESS OFFICER	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.: 55	AGREEMENT PERIOD: 7/1/2015 UNTIL CANCELED

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR PENDERGAST ELEMENTARY SCHOOL DISTRICT NO. 92 AS RESPECTS HIRING OF A OFF DUTY OFFICERS DURING SCHOOL YEAR 2015-2016 PURSUANT TO THE OFF DUTY AGREEMENT, THE 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. 55 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

Sarafina Fornara 9/14/2015

SARAFINA FORNARA
FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ARIZONA SCHOOL RISK RETENTION TRUST, INC.

ENDORSEMENT 55 - 2015

THIS ENDORSEMENT, EFFECTIVE SEPTEMBER 14, 2015 AT 12:01 A.M. STANDARD TIME WILL REMAIN IN FORCE UNTIL CANCELLED. THIS ENDORSEMENT FORMS PART OF COVERAGE AGREEMENT NO. 55 BETWEEN PENDERGAST ELEMENTARY SCHOOL DISTRICT NO. 92 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 OFF DUTY 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

LIMITS OF LIABILITY:

$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE

DESCRIPTION OF OPERATIONS/PROPERTY TO WHICH THIS COVERAGE APPLIES:

AS RESPECTS HIRING OF A OFF DUTY OFFICERS DURING SCHOOL YEAR 2015-2016

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.

Sarafina Fornara

SARAFINA FORNARA

FOR: ARIZONA SCHOOL RISK RETENTION TRUST, INC.

The Alliance

The Arizona School Alliance for Workers' Compensation, Inc.

VERIFICATION OF COVERAGE

ISSUE DATE: 10/6/2014

AGREEMENT NO.: 1963-SA-AZ- 045

DISTRICT:

PENDERGAST ELEMENTARY SCHOOL DISTRICT NO. 92
3802 N. 91ST AVE.
PHOENIX, AZ 85037
MS. BARB AQUINO
GUEST TEACHER COORDINATOR

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-045

AGREEMENT PERIOD: 7/1/2014 UNTIL CANCELED

THIS VERIFICATION IS TO PROVIDE EVIDENCE THAT COVERAGE IS MAINTAINED IN FULL FORCE AND EFFECT FOR PENDERGAST ELEMENTARY SCHOOL DISTRICT NO. 92 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:

CITY OF GLENDALE POLICE DEPARTMENT
RUBEN ORTEGA
6835 N. 57TH DR.
GLENDALE, AZ 85301
ATTN: RUBEN ORTEGA

Sarafina Fornara

10/6/2014

SARAFINA FORNARA
FOR: THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC.