

Outside Employment Work Agreement and Employer Certification

The Glendale Police Department and Target
(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: Black Friday Event

(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Michael Gandara

Signature of person authorized to request officers:



Title/position: Executive Team Lead -- Assets Protection

Telephone Number(s): 623-931-4434

Fax Number: _____

Job location: 10404 N. 43rd Ave. Glendale, AZ 85302

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: Crowd Management. Assist the Target team in controlling the traffic of shoppers and ensure a safe and secure environment during the opening hours.

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: ACE American Insurance Company
Policy No: WCUC47885358 Expiration: 02/01/2015

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: ACE American Insurance Company
Policy No: XSL G2733085A Expiration: 02/01/2015

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]

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

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

[Handwritten Signature]

Authorized Person or Person responsible for Payment

Date 11/18/2014

Sgt. C. Bayer 6536

Glendale Police Department Outside Employment Coordinator

Date 11-23-14

If you have any questions, please contact the Outside Employment Coordinator:

Contact Information:

Outside Employment Coordinator.

Sgt. C.J. Bayer,

Phone # 623-930-4078,

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

ATTEST:

[Handwritten Signature]

City Clerk

Approved as to form

[Handwritten Signature]

City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE
2/01/2014

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 INSURING 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 AON RISK SERVICES CENTRAL, INC MINNEAPOLIS MN OFFICE 8200 Tower, Suite 1100 5600 West 83 rd Street MINNEAPOLIS, MN 55437 USA	CONTACT NAME PHONE NO 952-886-8000 FAX NO EMAIL ADDRESS: CUSTOMER ID # 570000014444																		
INSURED TARGET CORPORATION dba TARGET STORES 1000 NICOLLET MALL MINNEAPOLIS, MN 55403 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>COMPANY A</td> <td>ACE AMERICAN INSURANCE COMPANY</td> <td>22667</td> </tr> <tr> <td>COMPANY B</td> <td>MN WCRA</td> <td></td> </tr> <tr> <td>COMPANY C</td> <td>NATIONAL UNION FIRE INS CO OF PITTSBURG, PA</td> <td>19445</td> </tr> <tr> <td>COMPANY D</td> <td>ILLINOIS UNION INSURANCE COMPANY</td> <td>27960</td> </tr> <tr> <td>COMPANY E</td> <td>INDEMNITY INS CO OF NORTH AMERICA</td> <td>43575</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	COMPANY A	ACE AMERICAN INSURANCE COMPANY	22667	COMPANY B	MN WCRA		COMPANY C	NATIONAL UNION FIRE INS CO OF PITTSBURG, PA	19445	COMPANY D	ILLINOIS UNION INSURANCE COMPANY	27960	COMPANY E	INDEMNITY INS CO OF NORTH AMERICA	43575
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COVERAGES

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 Limits shown are as requested

CO TR	TYPE OF INSURANCE	ADJ REG	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY			XSL G2733085A	02-01-14	02-01-15	GENERAL AGGREGATE *	\$ 50,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS-COMP/OP AGG	\$ 9,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$ 4,500,000	
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$ 4,500,000	
	GENERAL AGGREGATE LIMIT APPLIES PER							FIRE DAMAGE (Any one fire)	\$ 4,500,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	NIL	
A	AUTOMOBILE LIABILITY			ISA H08819208	02-01-14	02-01-15	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			20562425 SIR applies per policy terms & conditions	02-01-14	02-01-15	AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS- MADE					EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> DEDUCTIBLE RETENTION								
E E A A A B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			WLR C47885322 WLR C47885310 WLR C47885334 WLR C47885346 WCU C47885358 0030056	02-01-14 02-01-14 02-01-14 02-01-14 02-01-14 01-01-14	02-01-15 02-01-15 02-01-15 02-01-15 02-01-15 12-31-14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH- ER		
	ANY PROPRIETOR / PARTNER/ EXECUTIVE OFFICER/MEMBE EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT	\$ 2,000,000	
	If yes describe under DESCRIPTION OF OPERATIONS below		N				E L DISEASE-EACH EMPLOYEE	\$ 2,000,000	
							E L DISEASE-POLICY LIMIT	\$ 2,000,000	
A A A	OTHER			XSL G2733085A HDOG27330861 (MI)	02-01-14	02-01-15	\$4,500,000 EACH COMMON CAUSE		
	LIQUOR LIABILITY						\$ included EACH OCCURRENCE		
D	TEXAS EMPLOYERS EXCESS INDEMNITY			TNS C4787273A	02-01-14	02-01-15	Voluntary Benefits Plan Indemnity		
							\$2,000,000	Each Accident or Each Employee for Disease Excess Employers' Liability Insurance,	
							\$2,000,000	Each Accident or Each Employees for Disease	
							\$6,000,000	Policy Aggregate	
							\$3,000,000	SIR	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Target Stores T2341
1040 N 43rd Avenue, Glendale, AZ

USD \$500,000 SIR applies to General Liability, Liquor Liability & Druggist Liability
Certificate Holder is named as an Additional Insured if required to be so by written contract
Peoria Police Officers working in an off duty status 11/27/2014 are covered by the general liability
listed if required by written contract

CERTIFICATE HOLDER City of Glendale PD Officers 6835 N 57 th Drive, Glendale, AZ	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 <p style="text-align: right;"><i>Aon Risk Services Central, Inc.</i></p>
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