

CITY CLERK
ORIGINAL

C-9475
12/02/2014

**Outside Employment Work Agreement
and Employer Certification**

The Glendale Police Department and Walmart Stores Inc.
(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: Provide uniformed security for holiday sales event
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: William Copeland

Signature of person authorized to request officers:



Title/position: Market Asset Protection Manager

Telephone Number(s): 480-200-9949

Fax Number: 62379807548

Job location:

Loc. 1 Store 1532, 5845 W. Bell Rd.

Loc 2: Store 3241, 18551 N. 83rd Ave.

Loc 3: store 3465, 5010 N. 95th Ave.

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"

Event 1: Nov 27th, 2014

Event 2: Dec. 24th, 2014

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: Marsh USA Inc.
Policy No: 6636311 Expiration: 9-15-2015

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: Marsh USA Inc
Policy No: 2047439 Expiration: 9-15-2015

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) W

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

William G... [Signature] 10-30-14
Authorized Person or Person responsible for Payment Date

Sgt C J Bayer 6538
Glendale Police Department Outside Employment Coordinator Date 11-25-14

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:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney

Walmart Global Risk Management

Effective Date: Continuous throughout the term of the below referenced agreement.

RE: Request for proof of insurance / self-insurance per the terms of a signed agreement

To Whom It May Concern,

Walmart takes its obligations to its associates, customers, business partners, landlords, and others very seriously. In order to best fulfill its responsibilities to its customers, associates, and shareholders, Walmart utilizes a combination of insurance, self-insured retentions, and self-insurance for a number of risks. With respect to claims arising out of third party liabilities for all forms of legal liability for bodily injury and property damage, Wal-Mart Stores, Inc, its affiliates and its subsidiaries (collectively "Walmart"), elects to self-insure the insurance requirements of its agreements where allowed by law and by the terms of the agreement.

With respect to claims arising from physical loss or damage to structures, equipment and/or other tangible property for which Walmart assumes the responsibility for the risk of loss, Walmart is self-funded.

The existence of an insurance policy does not supersede Walmart's right to self-insure. Please allow this letter to serve as evidence of Walmart's election to self-insure.

Walmart is prepared to meet its legal liabilities in connection with its agreements. For evidence of the requisite net worth of Walmart, please visit <http://stock.walmart.com> to view the current annual and quarterly reports.

Sincerely,

Walmart Global Risk Management

MEMORANDUM OF INSURANCE

Current as of
October 01, 2014

PRODUCER
MARSH USA INC
1166 Avenue of the Americas
New York, NY 10036

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER AND MAY ONLY BE USED AND VIEWED BY AN AUTHORIZED VIEWER FOR ITS INTERNAL USE ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED THE INFORMATION CONTAINED HEREIN IS AS OF THE DATE REFERRED TO ABOVE NEITHER THE INSURED NOR THE PRODUCER SHALL HAVE ANY OBLIGATION TO INFORM AN AUTHORIZED VIEWER OF ANY CHANGES TO THIS INFORMATION

INSURED
Wal-Mart Stores, Inc
Its Subsidiaries and Its Affiliates
702 Southwest 8th Street
Bentonville, AR 72716

COMPANIES AFFORDING COVERAGE	NAIC #
COMPANY A NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA	19445
COMPANY B NEW HAMPSHIRE INSURANCE COMPANY	23841
COMPANY C ILLINOIS NATIONAL INSURANCE COMPANY	23817
COMPANY D ACE AMERICAN INSURANCE COMPANY	22667
COMPANY E ACE PROPERTY AND CASUALTY INSURANCE COMPANY	20699

COVERAGES

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 MEMORANDUM 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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input checked="" type="checkbox"/> GEN'L AGG LIMIT APPLIES PER POLICY	2047439	9/15/2014	9/15/2015	EACH OCCURRENCE	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					FIRE DAMAGE (Any One Fire)	\$1,000,000
					MED EXP (Any One Person)	n/a
					PRODUCTS- COMP/OP AGGREGATE	\$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	5873988 (AOS) 5873989 (MA) 5873990 (VA)	9/15/2014	9/15/2015	GENERAL AGGREGATE	\$3,000,000
					COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
E	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	G27422664	9/15/2014	9/15/2015	EACH OCCURRENCE	\$5,000,000
					AGGREGATE	\$5,000,000
A B C D	WORKERS COMPENSATION/ EMPLOYERS LIABILITY	SEE BELOW	9/15/2014	9/15/2015	WORKERS COMPENSATION LIMITS	STATUTORY
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000

ADDITIONAL INFORMATION

GENERAL LIABILITY: Coverage includes Professional Liability including Druggist's and Optician's
GENERAL LIABILITY POLICY 2047439 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$2,000,000 EACH OCCURRENCE

With respect to Commercial General Liability, Policy 2047439, any party with which the Named Insured has contractually agreed to include as Additional Insured, such status is granted Such Additional Insured status is subject to the limits, terms and conditions of the policy and shall apply only to the extent of and for no more than the limits required within such contractual agreement

EXCESS LIABILITY:

EXCESS LIABILITY POLICY G27422664 IS SUBJECT TO A SELF INSURED RETENTION OF USD \$15,000,000 EACH OCCURRENCE

WORKERS' COMPENSATION POLICIES:

COMPANY A
EXCESS WORKERS' COMPENSATION 6636311 (AL,AR,AZ,FL,GA,IA,ME,NY,OH,OK,OR,WA,WV)

COMPANY B
037083143 (CO,CT,DC,IA,IN,KS,MI,NE,RI,SC,SD,WV*)

*WV included effective 10/01/2014 - 9/15/2015

037083144 (DE,HI,ID,MD,MO,MS,MT,NM,NV,TN)

037083145 (AK,VA)

037083146 (NJ, PA)

037083147 (MN)

037083149 (IL,KY,NC,NH,UT,VT)

COMPANY C

037083148 (MA,ND,WI)

COMPANY D

WLR C48019328 (CA)

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

