

**CITY CLERK  
ORIGINAL**

**C-11313  
10/24/2016**

**AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made and entered into this 24<sup>th</sup> day of October 2016 between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Camelback Spring Training LLC, a Delaware limited liability company authorized to do business in Arizona ("Camelback Spring Training"), collectively referred to as ("the Parties").

**RECITALS**

1. Camelback Ranch – Glendale is a spring training facility located on Glendale-owned property and managed by Camelback Spring Training.
2. Camelback Spring Training requires Emergency Medical Services during certain schedule events including, but not limited to, all Major League Baseball ("MLB") spring training games ("Events").
3. The Glendale Fire Department ("GFD") has experience in providing firefighters, EMT's, paramedics, and other medical personnel for such events.
4. This agreement is sole and separate from any other agreement between the Parties and is not subject to any provisions and/or limitations that may be contained in those separate agreements.

**AGREEMENT**

**1. SCOPE OF CITY SERVICES**

A. Glendale will provide personnel for to provide the following services for Events held at Camelback Ranch – Glendale:

1. Emergency Medical Services ("EMS")
2. Ambulance Services
3. Other mutually agreed upon services

(All such services are collectively referred to as "Special Duty Work")

B. The Glendale Fire Department agrees to provide personnel to satisfy Camelback Spring Training's requirements for Special Duty Work under this Agreement, and such provision of services will be according to the following criteria:

1. The Glendale Fire Department shall be responsible for the administration of the Special Duty Work by GFD employees or its subcontractors on behalf of Glendale.
2. For the purposes of this Agreement, Special Duty Work for all events for which the estimated attendance is 1,000 persons or greater will consist of a minimum of three (3) hours duration. The staffing levels for these events shall be determined by Camelback Spring Training in consultation with GFD, on an event-by-event basis, after consultation with Camelback Ranch Facility/Operations Manager or his designee. Staffing levels will be provided to GFD a minimum of one (1) week prior to any Event. Requested staffing changes must be submitted to GFD at least 24 hours prior to the day of the Special Duty Work by Camelback Ranch Facility/Operations Manager or his designee.

3. The Camelback Ranch Facility/Operations Manager or his designee may contact designated GFD Special Events personnel up to four (4) hours prior to opening of gates the day of an Event and cancel Special Duty Work without incurring any cost. Cancellation of an Event with less than four (4) hours' notice prior to opening of gates will incur a cost of three (3) hours of Special Duty Work for each person scheduled for the Event.
4. Special Duty Work requests from Camelback Spring Training will be assigned as follows:
  - a. GFD shall be responsible for the scheduling of the Special Duty Work.
  - b. GFD shall be responsible for the training of Special Duty Work employees to the standards set forth in Camelback Spring Training's Guest Service Program.. Camelback Spring Training and GFD shall coordinate any special training requirements with regard to the length and content of the Guest Service Program. Special Duty Work employees will be expected to perform their duties to the highest level of Camelback Spring Training guest services standards in order to best serve the guests and clients of Camelback Ranch - Glendale.
  - c. GFD shall honor any Camelback Spring Training request that a particular employee or employees not be assigned Special Duty Work. Camelback Spring Training retains the right, after consultation with GFD, to assign specific GFD staff to work specific positions. Camelback Spring Training, after consultation with GFD, also reserves the right to deny specific GFD personnel specific work assignments.
  - d. GFD shall ensure each employee performing Special Duty Work under this Agreement has radio communication capability.
  - e. All persons undertaking Special Duty Work shall remain employees of Glendale or its subcontractor, respectfully, while performing such Special Duty Work under this Agreement.
  - f. Special Duty Work details shall consist of, but are not limited to, staffing first-aid rooms with emergency medical technicians or other trained staff, response teams, ambulance transportation, etc. Camelback Spring Training shall determine the appropriate level of supervisory presence in consultation with GFD.
  - g. Special Duty Work personnel shall be expected to perform their assigned work and abide by the policies and procedures set forth by Camelback Spring Training in the Facility Employee Handbook. Noncompliance with policies and procedures will be reported to the GFD event supervisor who will take appropriate action.
- C. The event detail shall consist of GFD personnel and any additional personnel required as provided through GFD contractors, who will be considered subcontractors of GFD and solely through GFD. Such personnel shall represent ambulance, nurses or other allied medical professionals. Camelback Spring Training agrees to GFD being the lead agency in all medical personnel staffing and scheduling assignments necessary to fulfill the requirements of sections I.A. and I.B.
- D. GFD or its subcontractors will supply the necessary capital equipment to fulfill EMS services requested by Camelback Spring Training. Any and all such equipment (apparatus, heart monitors, ALS equipment, etc.) shall remain the property of GFD and/or its subcontractors. GFD or its subcontractors will also supply the initial stock of first aid incidental and EMS supplies (bandages, ice packs, etc.) for the First Aid Room located at Camelback Ranch - Glendale. All

this stock shall remain the property of GFD and/or its subcontractors. Any amendments to this section must be agreed upon in writing by GFD and Camelback Spring Training.

- E. One (1) ambulance will be provided for the exclusive use of players requiring transport to medical facilities during a game. This ambulance will be staged in a mutually-agreed upon location as determined by Camelback Spring Training, team medical personnel and GFD.
- F. GFD agrees to document all EMS services provided during the event on the designated injury report form as specified by Camelback Spring Training. Camelback Spring Training also understands that copies of any GFD forms are covered by HIPAA regulations and may not be provided or copied for use by Camelback Spring Training.

## **2. COMPENSATION**

- A. Camelback Spring Training shall pay GFD for work performed under this Agreement after the effective date as set forth below. The payment shall be full compensation for work performed, for services rendered and for all labor and incidentals necessary to perform the work and services.
- B. Compensation shall begin 30 minutes prior to opening of gates for patron entry to allow for travel to the stadium and setup. Compensation shall end when notice is received that EMS services are terminated for the Event or after three (3) hours, whichever is greater. GFD will not bill for any additional time for teardown or return travel. GFD will bill for EMS services resulting from late calls after the Event, but will coordinate with Camelback Spring Training to inform them of any such required services.
- C. Compensation shall be paid for hours Special Duty Work services are provided, as calculated in accordance with subparagraph B, above, at \$255.00 per hour for the initial (5) person team, with an additional charge of \$51.00 per hour for each individual requested by Camelback Spring Training above the initial five (5) person team. This rate will increase annually on January 1 by 3% unless other terms are mutually agreed to in writing by the Parties.
- D. Camelback Spring Training shall reimburse Glendale or its designated subcontractor for replacement of first aid incidental and EMS supplies (bandages, ice packs, etc.) utilized in the treatment of Camelback Spring Training patrons. GFD and/or its designated subcontractor will maintain a list of supplies utilized to support the reimbursement request.
- E. The compensation for services hereunder is not limited by section 3.2.3 of the Facilities Use Agreement; Glendale Contract No. C-6368.

## **3. BILLING AND PAYMENT PROCEDURE**

- A. Camelback Spring Training agrees to compensate the Glendale within fifteen (15) days after receiving an itemized billing of the Special Duty Work services provided and their costs.
- B. From time to time, Camelback Spring Training may require a bill for Special Duty Work at the time of service to settle with a Camelback Spring Training client. Camelback Spring Training shall provide 24 hours prior notice when such special billing is required. Such bills will be presented to the Camelback Ranch Facility/Operations Manager or his designee prior to the end of the event.

**4. EFFECTIVE DATE, TERM, AND TERMINATION**

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until through December 31, 2021.

**5. EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION**

- A. Glendale and Camelback Spring Training, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Camelback Spring Training or Glendale may terminate this Agreement for any reason, in that Party's sole discretion, upon 30 days' notice of termination, in writing, to the other party.
- C. In the event of termination under Subsections 5(A) or 5(B), EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, hereof, Camelback Spring Training shall pay Glendale for Special Duty Work performed in accordance with this Agreement prior to the termination date.

**6. REMEDIES**

The remedies provided to Camelback Spring Training and to Glendale under Section 5, EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, shall not be exclusive. Camelback Spring Training and Glendale also shall be entitled to any other remedies available at law or in equity.

**7. COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, Glendale and Camelback Spring Training must comply with all applicable federal, state, and local laws and regulations, including but not limited to, compliance with those state law provisions contained in Addendum A, attached hereto. Addendum A is specifically incorporated into and is an enforceable part of this Agreement.

**8. ARIZONA LAW AND FORUM**

- A. This Agreement shall be construed according to the law of the State of Arizona.
- B. Any litigation between Camelback Spring Training and Glendale arising under this Agreement, or out of work performed under this Agreement, shall occur in the Arizona state courts, in Maricopa County having jurisdiction thereof, and if in the federal court, in the United States Court for the District of Arizona.

**9. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Camelback Spring Training, LLC. must defend, indemnify, and hold harmless Glendale and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgements, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use),

infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third party (i.e. a person or entity other than Glendale or Camelback Spring Training, LLC.) and that arises out of or results from the breach of this Agreement by Camelback Spring Training, LLC. or Camelback Spring Training, LLC. negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Camelback Spring Training, LLC.), whether sustained before or after completion of the Project.

- B. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Camelback Spring Training, LLC. shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Camelback Spring Training, LLC. or of any person or entity for whom Camelback Spring Training, LLC. is responsible.
- C. Camelback Spring Training, LLC. is not required to indemnify any indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

#### **10. WORKERS COMPENSATION INSURANCE**

Each Party represents that it now carries and that it will maintain Workers' Compensation insurance coverage for all of its workers and employees during the term of this Agreement and liability coverage for the acts of its employees during the term of this Agreement.

#### **11. ASSIGNMENT**

Except for the subcontracting rights granted to Glendale for EMS, ambulance, and medical services as provided herein, neither Glendale nor Camelback Spring Training shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other party.

#### **12. INDEPENDENT CONTRACTOR STATUS**

- A. Glendale, through GFD, is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. Glendale, its subcontractors, and its employees are not employees of Camelback Spring Training and are not eligible for any benefits through Camelback Spring Training, including without limitation, federal social security, health benefits, workers' compensation, and retirement benefits.
- C. Camelback Spring Training, its employees and subcontractors are not employees of Glendale and are not eligible for any benefits through Glendale, including without limitation, federal social security, health benefits, workers' compensation, and retirement benefits.

#### **13. COMMENCEMENT OF WORK**

The Parties agree that work may commence on the effective date of this Agreement subject to the terms contained herein. However, this Agreement shall not be binding on Glendale until the Agreement is fully executed by the Parties and approved as to form by the Glendale City Attorney's Office.

#### **14. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage pre-paid, certified mail, to the following addressee or deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

**If to City of Glendale:** City of Glendale  
Attn: City Manager  
5850 West Glendale Avenue  
Glendale, Arizona 85301

AND

City of Glendale  
Attn: City Attorney  
5850 West Glendale Avenue  
Glendale, Arizona 85301

**If to Camelback Spring Training:**  
Camelback Spring Training  
Attn: Mary Beth Hardina.  
10710 West Camelback Road  
Phoenix, Arizona 85307

#### **15. SEVERABILITY**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement, nevertheless, shall remain in full force and effect and the provision shall be stricken.

#### **16. INTEGRATION**

This Agreement contains the entire agreement between Camelback Spring Training and Glendale and supersedes all prior written or oral discussions or agreements.

#### **17. DISPUTE RESOLUTION**

In the event of any dispute, disagreement or claim between Glendale and Camelback Spring Training arising out of, or in connection with, this Agreement, the Parties agree to attempt to resolve and settle such dispute, disagreement or claim for sixty (60) days after notification in writing by either party prior to the filing and serving of any lawsuit. This provision shall be enforceable through the equitable remedy of specific performance.

#### **18. AUDIT OF PAYMENTS**

1. Camelback Spring Training and Glendale, either directly or through a designated representative, may audit the records of the other party concerning matters related to this

Agreement at any time during the three (3) year period established by Section 21.  
**MAINTENANCE OF RECORDS.**

- B. If an audit discloses that payments under Section 2, COMPENSATION, and Section 3, BILLING AND PAYMENT PROCEDURE, were either less than or in excess of the amount to which the city of Glendale was entitled, accounts shall be adjusted.

#### **19. LIABILITY INSURANCE**

- A. Glendale is self-insured and maintains a risk-management trust fund for the payment of defense, losses, anticipated losses and insurance premiums related to the losses for personal injury or property damage.
- B. Camelback Spring Training shall maintain insurance as required by the Facility Use Agreement, Section 16.1, Glendale Contract No. C-6368, as amended.

#### **20. AMENDMENTS**

- A. This Agreement may not be amended or modified except by written agreement approved and executed by Camelback Spring Training Glendale.
- B. Any change in the scope of GFD services, as defined above in Section 1 of this Agreement shall be deemed an amendment.

#### **21. MAINTENANCE OF RECORDS**

Glendale shall maintain records on a current basis to support its billings to Camelback Spring Training. Camelback Spring Training, or its authorized representative, shall have the authority to inspect, audit, and copy the records of Glendale regarding its billings of its work hereunder after receipt of reasonable notice by Glendale. Glendale shall retain these records for inspection, audit, and copying for three (3) years after fiscal year created. Camelback Spring Training shall maintain records on a current basis to support its payments to Glendale. Glendale, or its authorized representative, shall have the authority to inspect, audit, and copy after receipt of reasonable notice by Camelback Spring Training. Camelback Spring Training shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

#### **22. BREACH OF AGREEMENT**

- A. Camelback Spring Training or Glendale shall have breached this Agreement, if it fails to perform any substantial obligation under the Agreement, except as provided in Subsection B. of this section.
- B. Neither Camelback Spring Training nor Glendale shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement, if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, any force majeure, including acts of God or the public enemy, acts of the federal or state, governments or any agency or department thereof, fires, floods, epidemics, volcanic

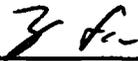
eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either Camelback Spring Training or Glendale fail to perform because of a cause described in this subsection, Camelback Spring Training and Glendale shall make a mutually acceptable revision in the scope of services, schedule, or compensation.

**23. NON-WAIVER**

Camelback Spring Training and Glendale shall not be deemed to have waived any breach of this Agreement by the other party, except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

*(Signatures on Following Page)*

CITY OF GLENDALE, an Arizona  
Municipal Corporation

  
\_\_\_\_\_  
Kevin R. Phelps

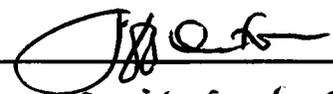
ATTEST:

  
\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Bailey, City Attorney

CAMELBACK SPRING TRAINING, LLC, a Delaware  
limited liability company

  
\_\_\_\_\_  
By:   
\_\_\_\_\_  
Its: President & CEO

## ADDENDUM

The City of Glendale, Arizona ("City") and Camelback Spring Training LLC. ("Contractor") further agree as follows:

**I. Conflicts.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

**II. Lack of Appropriations.** Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council, and agrees not to use the lack of appropriation as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid, but will not pay any amounts that become due after providing such notice.

**III. E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractor 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). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**IV. Attestation of PCI Compliance.** The Contractor will provide the City annually with a PCI-DSS attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

**V. No Boycott of Israel.** 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.

**VI. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**VII. Non Discrimination.** 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.

**VIII. Governing Law and Venue.** This Agreement and Addendum shall be governed by and enforced using the law of the State of Arizona. The parties agree that any judicial action brought to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

**VIII. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum shall prevail.

CITY OF GLENDALE:

CONTRACTOR:

    *K. Phelps*    

By: Kevin R. Phelps

Its: City Manager

    11-8-16    

Date

    *Jeff Overton*    

By: Jeff Overton

Its: President/GM

    10/24/16    

Date

**ATTEST:**

A handwritten signature in black ink, appearing to read 'J. Bower', is written over a horizontal line.

**Julie K. Bower**

**City Clerk**

**APPROVED AS TO FORM:**

A handwritten signature in black ink, appearing to read 'Michael D. Bailey', is written over a horizontal line.

**Michael D. Bailey**

**City Attorney**