

CITY CLERK ORIGINAL

C-7771
09/13/2011

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU") (Glendale and ASU are referred to herein individually as a "Party" and collectively as the "Parties") acting by and through their respective police departments.

WHEREAS, the University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

WHEREAS, Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority (the "AZSTA"); and

WHEREAS, Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

WHEREAS, the Parties desire to participate in providing law enforcement security services to Global Spectrum for the AZSTA; and

WHEREAS, the Parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, which are incorporated as if set forth fully herein, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Purpose and Intent

The purpose of this Agreement is to provide the means through which the Parties intend to provide high-quality law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the Parties' assets and by addressing issues including, command, control, personnel, planning and training.

II. Supervision and Staffing

ASU acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of the Glendale Police Department ("GPD"). In carrying out this responsibility, GPD will in good faith assign officers to work events in accordance with the

procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing Officers to events, including ASU's Police Department ("ASUPD"). ASU agrees and understands that entities other than Glendale and the GPD are responsible for decisions regarding whether, and to what extent, law enforcement will provide service for Events. However, Glendale will provide information regarding staffing decisions to ASUPD as soon as it becomes available.

III. Assigned Personnel

- A. ASU shall have the sole discretion to determine which, and how many, of its ASUPD officers will be allowed to apply for assignments at Events (hereinafter referred to as "Assigned Officers") as well as who and how many ASUPD officers will be assigned to Events. All Assigned Officers will be required to enter into temporary employment contracts with Glendale. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officer is an "at-will" temporary employee of Glendale and that either party can terminate the contract, with or without cause, at any time and without notice. To the extent reasonably possible, Glendale will consult with ASUPD prior to terminating any Assigned Officer.
- B. While working an Event, the Assigned Officers:
 - 1. Will wear a uniform approved by ASUPD; and
 - 2. May carry other equipment authorized by ASUPD.
- C. When working an Event, GPD will make available to Assigned Officers forms and other supplies necessary to work the Event.
- D. Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment and supplies (collectively the "property") used by the Parties and the Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of the property.

IV. Compensation, Insurance and Reporting

- A. The Parties agree that, during Events, the Assigned Officers shall be temporary employees of Glendale for compensation purposes, not independent contractors; provided, however, that each such Assigned Officer shall also be deemed at all times to also be an employee of ASU and that nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D). By executing this Agreement and making Assigned Officers available for Events, each Party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E).

- B. Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee, which shall be paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.
- C. Glendale shall provide the workers' compensation insurance coverage and liability insurance coverage in such amounts and under the same terms and conditions as other sworn, full-time GPD employees. Other than the worker's compensation and liability coverage as set forth above, Assigned Officers will not be entitled to any other employee benefits or compensation from Glendale.
- D. Glendale shall make available to ASUPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable ASUPD to properly monitor and regulate the hours worked by all of its Assigned Officers.

V. Indemnification

Glendale shall indemnify, defend, save and hold harmless ASU, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of ASU or any of its officers, directors, agents, employees or subcontractors or the Assigned Officers. This indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against ASU, its officers, officials, agents and employees for losses arising from the work performed by ASUPD's Assigned Officers under this Agreement.

VI. Media Releases and Relations

Any release of information to the media, other than a public records release, regarding an Event or any activities carrying out this Agreement, will be coordinated by the GPD's Public Information Officer (the "PIO"), in cooperation with GPD and with input from ASU and ASUPD. No unilateral media releases will be distributed by ASU or ASUPD without the prior approval of the PIO. A copy of all public record and media releases regarding an Event or any activities carrying out this Agreement shall be forwarded to the PIO prior to release. ASU and ASUPD will not reveal any investigative information or operational procedures except as

required by law. If an incident is primarily focused upon or concerned with the actions of ASUPD's Assigned Officer(s), ASU will be responsible for the release of information to the media relative to the incident.

VII. Arizona POST certification

- A. Relative to its Assigned Officers, ASU agrees that it will be responsible to the Arizona Peace Officer Standards and Training Board ("Arizona P.O.S.T.") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.* By way of example only, and not by way of limitation, ASU, relative to its Assigned Officers, agrees to be responsible to Arizona P.O.S.T. for the hiring, fitness for duty, record-keeping, training and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- B. Glendale and ASU agree to cooperate to ensure any issues that arise relative to Arizona P.O.S.T. certification are resolved in a reasonable and efficient manner.

VIII. Execution, Duration and Renewal

- A. This Agreement will be effective as to ASU immediately upon the approval and execution by Glendale and ASU and shall remain in full force and effect until February 15, 2012.
- B. This Agreement may be executed in counterparts.
- C. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the Parties.

IX. General Provisions

- A. Entire Agreement. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter of this Agreement.
- B. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- D. Conflict of Interest. This Agreement may be canceled by any of the Parties pursuant to the provisions of A.R.S. § 38-511.

- E. Termination. ASU may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving ASU not less than sixty (60) days prior written notice.
- F. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. In the event the Parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.
- G. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- H. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- I. Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder pursuant to ARIZ. REV. STAT. § 11-952(G) upon its execution. This Agreement shall be effective as of the later to occur of the date of signature as set forth in subsection VIII (A) above and the date of filing of this Agreement as provided in this Section.
- J. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- K. Nondiscrimination. No Party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each Party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

X. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either

Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

XI. Sudan and Iran

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

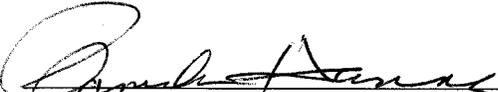
[SIGNATURES ON FOLLOWING PAGES]

CITY OF GLENDALE, an Arizona
municipal corporation



Ed Beasley, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM AND AUTHORITY:



Craig Tindall, City Attorney

THE ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY

BY: John L. Pickett

NAME: John L. Pickett

TITLE: Chief of Police

DATE: 8/2/11

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the Arizona Board of Regents for and on behalf of Arizona State University is in proper form and is within the powers and authority of the Arizona Board of Regents granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Benjamin W. Larson 7-18-11
Benjamin W. Larson
Associate General Counsel