CITY CLERK
ORIGINAL

C-8672
10/22/2013

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into this 22 day of October, 2013, between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Global Spectrum, L.P a Delaware Limited Partnership authorized to do business in Arizona as agent for the Arizona Sports and Tourism Authority ("Global Spectrum").

RECITALS:

1. The parties previously entered into an Agreement for Services, dated November 9, 2009. The parties now desire to replace, in its entirety, the 2009 Agreement with this Agreement.

2. The University of Phoenix Stadium property consists of the properties managed by Global Spectrum (the "Stadium").

3. Global Spectrum requires Emergency Medical Services during certain scheduled events at the Stadium including, but not limited to, all NFL games.

4. The Glendale Fire Department has experience in providing firefighters, EMTs, paramedics, and other medical personnel for such events.

AGREEMENT:

1. SCOPE OF CITY SERVICES

A. Glendale will provide fire personnel for services associated with events as follows:

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 Global Spectrum's needs for Special Duty Work under this Agreement, and such provision of services will be according to the following criteria·

1. The Glendale Fire Department, (hereinafter referred to as "GFD"), 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 contract, Special Duty Work for all events for which the estimated attendance is 1,000 persons or greater will consist of a minimum of four (4) hours duration. The staffing levels for these events will be determined by the Global Spectrum Director of Security and Services or his designee, upon consultation with GFD and will be issued a minimum of one (1) week prior to such event. Staffing additions or subtractions should be submitted within twenty-four (24) hours prior to the day of the Special Duty Work by the Global Spectrum Director of Security and Services or his designee.
3. All other Special Duty Work for events for which the estimated attendance is less than 999 persons will consist of a minimum of two (2) hours duration. Staffing levels for these events will be determined by the Global Spectrum Director of Security and Services upon

consultation with GFD and will be issued a minimum of one (1) week prior to the event. Staffing additions or subtractions should be submitted within twenty-four (24) hours prior to the special duty assignment by the Global Spectrum Director of Security and Services or his designee.

4. When GFD receives a request for Special Duty Work from Global Spectrum, it shall 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 by Global Spectrum's Guest Service Program. Global Spectrum and GFD shall be responsible for the training program, the length and content of the training program, and the number of special duty Firefighters/EMTs/Paramedics/other medical personnel that will attend. Global Spectrum will bear the cost of the training. Special Duty Work employees will be expected to perform their duties to the highest level of guest services in order to best serve the guests and clients of the Stadium.
   c. GFD shall honor any Global Spectrum request that a particular employee or employees not be assigned Special Duty Work. Global Spectrum retains the right to assign specific GFD staff to work specific positions. Global Spectrum, after consultation with GFD, also reserves the right to deny specific GFD staff work specific positions, in its sole and absolute discretion.
   d. GFD shall ensure each employee performing Special Duty Work under this contract has radio communication capability.
   e. All persons undertaking Special Duty Work shall remain employees of Glendale or its subcontractor while performing such Special Duty Work under this contract.
   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. Global Spectrum shall determine the appropriate level of supervisory presence in consultation with GFD
   g. Special Duty Work employees shall be expected to perform their assigned work and abide by the policies and procedures set forth by Global Spectrum in the facility employee handbook. Such insubordinate actions include, but are not limited to, smoking or eating in public sight, use of profane, vulgar or abusive language, acting in a threatening or demeaning fashion without cause, etc. Non-compliance to such rules will be reported to the GFD event commander who will take 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. Global Spectrum 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 Global Spectrum. Any and all such equipment (first-aid room beds, heart monitors, first-aid lockers, etc.) shall remain the property of GFD and/or its subcontractors. Any amendments to this section must be agreed upon in writing by GFD and Global Spectrum.

2. COMPENSATION

A. Global Spectrum 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 be for the actual hours Special Duty Work services are provided at the applicable hourly rate of $40.00.

3. BILLING AND PAYMENT PROCEDURE

A. Global Spectrum agrees to compensate the City within fifteen (15) days after receiving an itemized billing of the Special Duty Work services provided.

B. From time to time, Global Spectrum may require a bill for Special Duty Work at the time of service to settle with a Global Spectrum client Global Spectrum shall provide 24 hours prior notice when such special billing is required. Such bills will be presented to the Director of Security and Services prior to the end of the event.

4. EFFECTIVE DATE, TERM, AND TERMINATION

This Agreement shall be effective as of the execution date, or upon agreement by all interested parties, or unless otherwise provided herein, and shall remain in full force and effect until June 30, 2014 or as may be extended beyond June 30, 2014 as the parties may mutually agree.

5. EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION

A. Glendale and Global Spectrum, by mutual written agreement, may terminate this Agreement at any time.

B. Either Global Spectrum 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, Global Spectrum shall pay Glendale for Special Duty Work performed in accordance with the agreement prior to the termination date

6. REMEDIES

The remedies provided to Global Spectrum and to Glendale under Section 5, EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, shall not be exclusive. Global Spectrum 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 Global Spectrum shall comply with all applicable federal, state, and local laws and regulations.

8. ARIZONA LAW AND FORUM

A This Agreement shall be construed according to the law of the State of Arizona.

B. Any litigation between Global Spectrum and Glendale arising under this Agreement, or out of work performed under this Agreement, shall occur in the state courts, in the Maricopa County Court having jurisdiction thereof, and if in the federal courts, in the United States Court for the District of Arizona.

9. INDEMNIFICATION

Subject to the application provisions of Arizona law, each party shall indemnify, defend and hold harmless the other party from and against all liability, loss and costs arising out of, or resulting from, the acts or omissions of the indemnifying party and its officers, employees, contractors, subcontractors and agents.

10. WORKERS COMPENSATION INSURANCE

Glendale carries workers' compensation insurance coverage for all of its workers and employees and liability coverage as a self-insured employer, as provided by Arizona Revised Statutes Glendale agrees to maintain workers' compensation insurance coverage for the duration of this Agreement

11. ASSIGNMENT

Except for the subcontract rights granted to Glendale for ambulance and medical services as provided herein, neither Glendale nor Global Spectrum 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 Global Spectrum and are not eligible for any benefits through Global Spectrum, including without limitation, federal social security, health benefits, workers' compensation, and retirement benefits

13. COMMENCEMENT OF WORK

Glendale agrees that work being done pursuant to this contract will not be commenced until after·

A. This Agreement is fully executed by the parties and approved as to form by the Glendale City Attorney's Office

B The effective dates of this Agreement, as specified in Section 4, EFFECTIVE DATE, TERM, AND TERMINATION

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, 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 City Manager 5850 West Glendale Avenue Glendale, Arizona 85301
If to Global Spectrum.	Global Spectrum Attn: Peter C. Sullivan, G.M. 1 Cardinals Drive Glendale, Arizona 85305

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 Global Spectrum 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 Global Spectrum 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

A Global Spectrum and Glendale, either directly or through a designated representative, may audit the records of the other party concerning matters related to this contract 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

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.

20. AMENDMENTS

A. This Agreement may not be amended or modified except by written agreement approved and executed by Global Spectrum 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 Global Spectrum. Global Spectrum, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Glendale regarding its billings of its work hereunder. Glendale shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement Global Spectrum 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 on reasonable notice and from time to time any records of Global Spectrum regarding its payments or work hereunder. Global Spectrum 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 Global Spectrum 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 Global Spectrum 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 Global Spectrum or Glendale fail to perform because of a cause described in this subsection, Global Spectrum and Glendale shall make a mutually acceptable revision in the scope of services, schedule, or compensation.

23. NON-WAIVER

Global Spectrum 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.

24. GFD/CITY RELATIONSHIP

Any reference in this Agreement to the rights or obligations of GFD will mean the rights or obligations of Glendale, acting by and through the GFD.

25. IMMIGRATION COMPLIANCE

A. Global Spectrum, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. City of Glendale ("City") retains the legal right to inspect the papers of Global Spectrum or subcontractor employee who performs work under this Agreement to ensure that Global Spectrum or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, Global Spectrum shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above Global Spectrum agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

E. Global Spectrum agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Global Spectrum also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F. Global Spectrum's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

26. ORIGINAL AGREEMENT

The 2009 Agreement is hereby replaced, in its entirety, with this Agreement.

(Signatures on the following page)

CITY OF GLENDALE, an Arizona municipal corporation

Brenda S. Fischer

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

GLOBAL SPECTRUM, L.P., a Delaware limited Partnership

By. GM + Regional V.P

Its: Pete C Sullivan