

**CITY CLERK  
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**C-8803  
02/24/2014**

**AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made and entered into this 24 day of February, 2014 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, 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 \$240.00 per hour for the initial (5) person team, with an additional charge of \$48.00 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, 2014, and shall remain in full force and effect until through December 31, 2016.

**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**

Subject to the applicable 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.



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 from the date of completion or termination of this Agreement. 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**

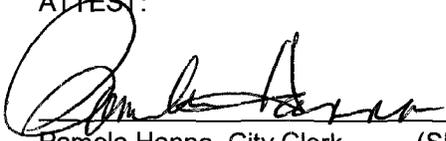
Camelback Spring Training and Glendale shall not be deemed to have waived any breach of this Agreement by the other party, except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other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

*(Signatures on Following Page)*

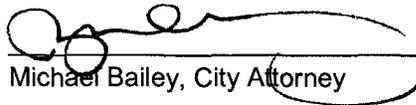
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Brenda S. Fischer

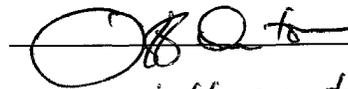
ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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

CAMELBACK SPRING TRAINING, LLC, a Delaware  
limited liability company

  
\_\_\_\_\_  
By: Jeff Overton

Its: President + GM

2-19-14

## ADDENDUM A

Camelback Spring Training further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Camelback Spring Training, 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 Camelback Spring Training or subcontractor employee who performs work under this Agreement to ensure that Camelback Spring Training or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Camelback Spring Training shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Camelback Spring Training 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. Camelback Spring Training 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. Camelback Spring Training 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. Camelback Spring Training'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.

**III. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.