

CITY CLERK ORIGINAL

2015-048

DPS CONTRACT NO.

C-10100
06/23/2015

INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF GLENDALE

This is an Intergovernmental Agreement (IGA) between the City of Glendale, an Arizona municipal corporation, acting through the Glendale Police Department (hereinafter GPD) and Arizona Department of Public Safety (hereinafter DPS).

Recitals

- A. DPS desires to participate with GPD in providing law enforcement security services to Global Spectrum for the Arizona Sports and Tourism Authority Stadium (AZSTAS); and
- B. Global Spectrum is managing the AZSTAS on behalf of the Arizona Sports and Tourism Authority, and
- C. The Stadium is located within the City of Glendale (Glendale) and GPD thus has jurisdictional and other public safety nexus to the Stadium, and
- D. DPS and GPD desire to enter into this Agreement to provide the necessary law enforcement and security services utilizing a unified command model outlined in National Incident Management System (N.I.M.S.).

Agreement

1. **Purpose.** Through this agreement, the involved agencies intend to provide high quality law enforcement and security services to Global Spectrum by maximizing cooperation, integrating the agency assets and by addressing issues including, command, control, personnel, planning and training. A separate document will cover operating details including, but not limited to, assignments, communications, etc.
2. **Supervision and Staffing.**
 - 2.1 Agencies acknowledge that the decision maker will be the Chief of Police for the City of Glendale; provided however, the day-to-day operational decisions will utilize the unified command model outlined in N.I.M.S.
 - 2.2 GPD will in good faith assign officers to work available events.
 - 2.3 DPS will have responsibility for providing a minimum of 50% of Assigned Officers at all NFL and NCAA Football games and forty percent 40% at all other staffed events.
 - 2.4 DPS understands that the staffing levels, in general, and the decision whether an event is staffed are determined by entities other than GPD or the City of Glendale and are not controlled by either; however, GPD will provide information about these matters to DPS as soon as it becomes available.
3. **Assigned Personnel**
 - 3.1 DPS has the discretion to determine which, and how many, of its officers and other personnel DPS will allow to apply for assignments (hereinafter referred to as "Assigned Officers").

- 3.2 DPS Officers who wish to be assigned to stadium duty (hereinafter "Assigned Officers") may do so only with the specific authorization of DPS.
- 3.3 Assigned Officers will be required to enter into a temporary employment contract with the City of Glendale that will outline the mutual responsibilities of the Assigned Officer and Glendale. GPD, after consultation with DPS, will select officers to work.
 - a. While working an assignment, the Assigned Officer will wear the uniform and appropriate equipment authorized by DPS.
 - b. Not all personnel assigned by DPS to work pursuant to this Agreement will be AZPOST certified officers and, relative to those personnel, Paragraph 9 does not apply.

4. Compensation

- 4.1 Each Assigned Officer who works an event will be paid the negotiated hourly rate less the \$5.00 per hour Administrative Fee, which is defined in Paragraph 5.
- 4.2 Glendale will withhold federal and state taxes and provide W-2 forms to each Assigned Office, as the Assigned Officers are employees of Glendale for compensation purposes, not independent contractors.
- 4.3 Glendale will provide the liability coverage specified in Paragraph 6. Assigned Officers will not be entitled to any other employee benefits or compensation from the City of Glendale.
- 4.4 Glendale will make available to DPS information about the hours worked by Assigned Officers so that DPS can monitor the hours worked by all of their Assigned Officers.
- 4.5 If it is determined that a DPS owned vehicle is required for services understood to be a part of Section 1 Purpose, of this IGA, DPS will be reimbursed at the rate of 44.5 cents per mile and/or \$9.97 per hour of use. DPS will maintain insurance coverage on any vehicles used in fulfillment of the terms of this agreement and assume all liability that may arise as a result of the use of said vehicles.

5. Liability and Workers Compensation Coverage

- 5.1 In addition to the hourly pay for each Assigned Officer, the City of Glendale will collect a fee from Global Spectrum in an amount equal to \$5.00 per man hour (the "Administrative Fee").
- 5.2 The revenue generated by the Administrative Fee will defray the cost of providing the Assigned Officers with the following benefits:
 - a. Liability protection at the same level afforded to permanent Glendale police officers.

6. Indemnification Clause

- 6.1 Glendale will indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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), unpaid wages, or loss or damage to tangible or intangible property caused, or

alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Glendale or any of its temporary employees, officers, directors, agents, employees or subcontractors other than DPS officers and employees.

- 6.2 This indemnity includes any claim or amount due arising out of the failure of Glendale or any of its officers to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 6.3 It is agreed that Glendale will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable and Glendale agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by DPS Assigned Officers under this contract.

7. **Insurance.** City of Glendale is a public entity and, as such, will provide DPS and the State of Arizona with a Certificate of Self-insurance.

8. **Media Releases and Relations**

- 8.1 Any release of information to the media, other than a public records release, regarding this agreement or any of its activities will be coordinated between GPD and DPS.
- 8.2 No unilateral media releases about activities in conjunction with AZSTAS events will be distributed by DPS or GPD without coordination between these two agencies.
- 8.3 A copy of all media releases regarding DPS or GPD or any of their activities in conjunction with AZSTAS events shall be provided to the other party prior to public release.
- 8.4 If an incident is primarily focused upon or concerned with the actions of a DPS Assigned Officer, DPS will be responsible for the release of information to the media relative to the incident.

9. **Arizona POST certification**

- 9.1 Relative to its Assigned Officers, DPS agrees that it will be responsible to the Arizona Police Officer's Standards and Training (P.O.S.T.) Board 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, this means DPS, 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.
- 9.2 DPS and GPD agree to cooperate to assure any issues that arise relative to Arizona P.O.S.T. certification are resolved in a reasonable and efficient manner.

10. **Execution, Duration and Renewal**

- 10.1 This Agreement will be effective as to each Agency immediately upon the approval by the governing boards of the parties and execution by Glendale and DPS.
- 10.2 This Agreement will remain in effect until June 30, 2018.
- 10.3 This Agreement may be renewed for three additional one year periods upon mutual agreement of the parties.
- 10.4 This Agreement may be executed in counterpart.

11. Termination. Either party may at any time terminate this Agreement by giving the other party not less than 60 days prior written notice.

12. General Provisions

12.1 Integration and Severability

- a. This Agreement embodies the entire understanding of the parties (the “parties” are Glendale and DPS) and supersedes any other agreement or understanding between the parties relating to the subject matter.
- b. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

12.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

12.4 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from the temporary employment contracts or the breach thereof, the Chief of Police of Glendale has the final authority to decide the dispute, claim, question or disagreement.

13. E-Verify

13.1 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.

13.2 Both Parties warrant that they have registered with and participate with E-Verify.

13.3 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.

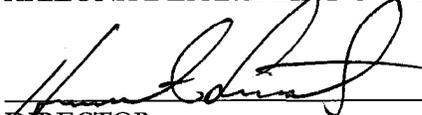
13.4 Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

14. Non-Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis 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.

SIGNATURES APPEAR ON NEXT PAGE

ARIZONA DEPARTMENT OF PUBLIC SAFETY



DIRECTOR

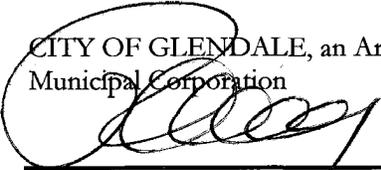
5/27/15
DATE

APPROVED AS TO FORM:

 5/21/15

DPS Legal Advisor

CITY OF GLENDALE, an Arizona
Municipal Corporation



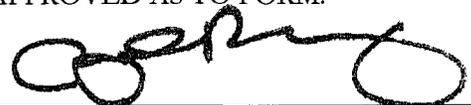
Richard A. Bowers, Acting City Manager DATE

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney