

CITY CLERK ORIGINAL

C-8020
05/08/2012

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF GLENDALE AND CITY OF GOODYEAR

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 City of Goodyear ("City"), collectively known herein as the "parties".

RECITALS

- A. 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
- B. 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; and
- C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and
- D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available Goodyear Police Department ("Goodyear") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.
- E. 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.

AGREEMENT

Therefore, in consideration of the foregoing recitals, 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:

1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
2. **Supervision and Staffing.**
 - 2.1 Goodyear 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 GPD.
 - 2.2 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.
 - 2.3 Goodyear agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Goodyear as soon as it becomes available.

3. Assigned Personnel

- 3.1 Goodyear shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Goodyear prior to terminating any Assigned Officer.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by Goodyear, and the Assigned Officers may carry other equipment authorized by Goodyear.
- 3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.
- 3.5 Any inconsistency between GPD and Goodyear rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of Goodyear and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below.
 - a. 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.

- b. Glendale shall provide the workers' compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time GPD employees.
 - c. Except for worker's compensation and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the Goodyear information about the hours worked by Assigned Officers not later than seven days following each Event to enable Goodyear to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless Goodyear, 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 the Assigned Officers.
- 5.2 Glendale's 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.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Goodyear, its officers, officials, agents and employees for losses arising from the work performed by Goodyear's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Goodyear but, except as provided below, no unilateral media releases will be distributed by Goodyear without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of Goodyear's Assigned Officer, Goodyear will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, Goodyear agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Goodyear's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- 7.2 Glendale and Goodyear agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This Agreement will be effective as to Goodyear immediately upon the approval and execution by Glendale and Goodyear and shall remain in full force and effect until February 15, 2015.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

- 9.1 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.
- 9.2 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.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Goodyear 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 Goodyear not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may termination this agreement.
- 9.7 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.

- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 9.9 Recordation of Agreement. This Agreement shall be filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952(G) upon its execution.
- 9.10 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.
- 9.11 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.

10. E-Verify

- 10.1 The 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.
- 10.2 The parties warrant that they have registered with and participate with E-Verify.
- 10.3 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. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.
- 10.4 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.

11. Sudan and Iran

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, 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 appear on the following pages]

CITY OF GLENDALE

Ed Beasley
Ed Beasley, City Manager

ATTEST:

Pamela Hanna
Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Goodyear is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Craig Tindall
Craig Tindall, City Attorney

CITY OF GOODYEAR

BY: Brain Dalke
Brain Dalke, Interim City Manager

DATE: May 16, 2012

ATTEST:

Lynn Mulhall
Lynn Mulhall, City Clerk



CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Goodyear is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Roric Massey
Roric Massey, City Attorney

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20120427243,05/18/2012 12:54,
C8020-8-1-1--N

CITY OF GLENDALE, ARIZONA

AGREEMENT C- 8020

(Intergovernmental Agreement between City of Glendale and City of Goodyear)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

RESOLUTION 12-1482

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE TO AUTHORIZE OFF DUTY GOODYEAR POLICE OFFICERS TO WORK FOR THE CITY OF GLENDALE FOR EVENTS OCCURRING AT THE UNIVERSITY OF PHOENIX STADIUM.

BE IT RESOLVED, by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

WHEREAS, the Cities of Goodyear and Glendale agreed in 2009 to authorize Goodyear Police Officers to work for the City of Glendale at events occurring at the University of Phoenix Stadium;

WHEREAS, the 2009 agreement with the City of Glendale was beneficial for both cities;

WHEREAS, the Cities of Goodyear and Glendale desire to continue this relationship;

WHEREAS, each Assigned Officer who works an event will be paid the negotiated hourly rate, less \$5.00 per hour administrative fee, which shall be paid to Glendale and applied toward worker's compensation insurance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, AS FOLLOWS:

- Section 1. The City is hereby authorized to enter into an agreement with the City of Glendale authorizing Goodyear Police Officers to work for the City of Glendale at events occurring at the University of Phoenix Stadium according to the provisions of the IGA.
- Section 2. The City Manager, or his designee, is authorized to execute and submit all documents and other necessary or desirable instruments in connection with this agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this ~~14th~~ day of May, 2012.

APPROVED this 14th day of May, 2012.


Georgia Lord, Mayor

Date: 5/15/12

ATTEST:

Lynn Mulhall
Lynn Mulhall, City Clerk

APPROVED AS TO FORM:

Roric Massey
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Lynn Mulhall, being the duly appointed, qualified and acting City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 12-1482 is a true, correct and accurate copy of Resolution No. 12-1482, passed and adopted at a regular meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on May 14, 2012, at which a quorum was present and, by a 7-0 vote, voted in favor of said ordinance.

Given under my hand and sealed this 16 day of May, 2012.

Lynn Mulhall
City Clerk

