

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into this 10<sup>th</sup> day of April 2014 ~~2013~~, between the City of Glendale, an Arizona municipal corporation, ("City"), acting through the Glendale Police Department, ("GPD"), and Global Spectrum, L.P., a Foreign Limited Partnership authorized to do business in Arizona as agent for the Arizona Sports and Tourism Authority, ("Global Spectrum"). (City, GPD and Global Spectrum are referred to herein individually as a "Party" and collectively as the "Parties".)

### **RECITALS:**

1. Global Spectrum manages the University of Phoenix Stadium, ("Stadium") and has the authority to enter into service agreements on behalf of the Arizona Sports and Tourism Authority, the owner of the Stadium.
2. Global Spectrum requires traffic control and a visible police presence during certain scheduled events at the Stadium, including but not limited to, all NFL games.
3. GPD has experience in providing such services.

### **AGREEMENT:**

#### **1. SCOPE OF CITY SERVICES**

- A. GPD will provide police personnel for events at the Stadium for which such personnel are requested by Global Spectrum. The police personnel will perform the following functions in connection with such events.
  1. Traffic/Crowd control, including but not limited to directing ingress and egress of vehicles from parking lots to city streets, monitoring pedestrian movement on sidewalks, rights-of-way, and queue lines and monitoring concourses and seating areas inside the Stadium.
  2. Asset Protection (i.e., protection of the premises, property within the premises, and people within the premises (the "premises" include the Stadium plus Sportsman's Park)). All personnel performing asset protection pursuant to this Agreement must be Arizona POST certified.
  3. Other mutually agreed upon services that police personnel would typically perform and that are related to events at the Stadium.
- B. GPD shall provide personnel to perform the services set forth above, as requested by Global Spectrum and further defined by Global Spectrum for

each event (hereinafter referred to as "Special Duty Work"). Such Special Duty Work will be performed according to the following criteria:

1. GPD will be responsible for the administration of such Special Duty Work by GPD employees on behalf of the City.
2. All Special Duty Work requests will consist of a minimum of four (4) hours of work. Staffing levels for these events will be determined by Global Spectrum's Director of Security & Services or his/her designee in his/her sole and reasonable discretion, and based on consultation with GPD. Requests will be issued to GPD at a minimum of two (2) weeks prior to the event. Staffing additions or subtractions should be submitted at least twenty-four (24) hours prior to the special duty assignment by Global Spectrum's Director of Security & Services or his/her designee.
3. When GPD receives a request for Special Duty Work from Global Spectrum, it will be assigned as follows:
  - a. GPD will be responsible for the scheduling of the Special Duty Work according to Global Spectrum's request.
  - b. Global Spectrum and GPD will be responsible for the training of Special Duty employees to the standards set forth by Global Spectrum's Guest Service Program. Global Spectrum and GPD will agree on a training program, the length and content of the training program and the number of Special Duty officers that will attend. Global Spectrum will bear the cost of the training. Special Duty 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. The training contemplated by this provision will be training in guest service matters, and will not include training in police matters.
  - c. GPD will 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 officers to staff specific positions. Global Spectrum, after consultation with GPD, also reserves the right to deny specific officers to specific positions without question.
  - d. GPD shall ensure each employee performing Special Duty Work under this Agreement has radio communication capability.

- e. Employees will remain employees of the City while performing Special Duty Work under this Agreement.
  - f. Special Duty Work details will consist of, but are not limited to, patrol officers, response teams, scalping patrol, traffic officers, escorts, etc. Global Spectrum will determine the appropriate level of supervisory presence in its sole discretion, following consultation with GPD.
  - g. Special Duty employees are expected to perform their assigned work in a professional and competent manner, and abide by the policies and procedures set forth by Global Spectrum in the facility employee handbook. Non-compliance to such rules will be reported to the event commander who will take action. Such insubordinate actions include, but are not limited to: smoking or eating in public sight, use of profane, vulgar, demeaning or abusive language, or threatening behavior without cause, etc.
- C. All pedestrian and vehicular traffic control and management of typical public health, safety and welfare matters outside of the secure perimeter of the Stadium designed by the fence line surrounding the Stadium (the "Perimeter") in connection with events held at the Stadium will be provided by GPD at its sole cost; provided, however, that tailgating enforcement activities performed by the GPD outside of the Perimeter in the north preferred, east and west parking lots during Arizona Cardinals football games will be provided by GPD in accordance with the terms of this Agreement, including the compensation terms set forth in Section 2. Global Spectrum and GPD will cooperate and coordinate traffic control and public access to, and egress from, the facility property and the parking facilities for events; however GPD shall determine and control all operations on public right-of-way.
- D. The event detail may consist of GPD, Arizona Department of Public Safety, Maricopa County Sheriff's Office and other valley wide police coalition officers.

## 2. **COMPENSATION**

- A. Global Spectrum will pay GPD for work performed under this Agreement after the effective date as set forth above. The payment will be full compensation for work performed, for services rendered and for all labor and incidentals necessary to perform the work and services.

- B. Total compensation from Global Spectrum to GPD for services of officers will be at the rate of \$51.10 per hour for each position. The total compensation rate will automatically increase 3% yearly or in accordance with the CPIU (Consumer Price Index Urban Users) inflationary index, which ever is greater, in July of each calendar year, provided, however, that such adjustment shall in no event exceed five percent (5%) in any given year.

3. **BILLING AND PAYMENT PROCEDURE**

- A. Global Spectrum agrees to compensate the GPD within (15) fifteen days after receiving an itemized billing of the services provided. Payment not remitted within 30 days of the billing will be assessed an additional penalty of 1.5% per month.
- B. From time to time, Global Spectrum may require a bill at the time of service to settle with its client. Global Spectrum will notify GPD of such need no later than at the completion of an event, to the GPD representative responsible for such bills, and such bills will be presented to Global Spectrum's Director of Security & Services or his/her designee within forty-eight (48) hours after the end of the event, or on the next business day (if the forty-eight (48) hours ends on a weekend or holiday).

4. **EFFECTIVE DATE, TERM AND TERMINATION**

This Agreement will be effective as of the date set forth above and unless otherwise provided herein, will remain in full force and effect until July 1, 2016.

5. **EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION**

- A. City and Global Spectrum, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Global Spectrum or City may terminate this Agreement for any reason, in that Party's sole discretion, upon thirty (30) days notice of termination, in writing, to the other Party.
- C. Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, the Party seeking the termination shall give the other Party written notice of the breach and the intent to terminate. If the Party has not entirely cured the breach within fifteen (15) days of the notice, the Party giving notice may terminate at any time thereafter upon written notice of final termination.

- D. In the event of termination under subsections 5(A), (B), or (C) above, Global Spectrum will pay GPD for work performed in accordance with the Agreement prior to the termination date.

6. **REMEDIES**

The remedies provided to Global Spectrum and GPD under Section 5, above will not be exclusive. The Parties also will be entitled to any other equitable and legal remedies that are available under law.

7. **COMPLIANCE WITH LAWS**

In connection with the activities under this Agreement, the Parties will comply with all applicable state and local laws and regulations.

8. **ARIZONA LAW AND FORUM**

- A. This Agreement must be construed according to the laws of the State of Arizona.
- B. Any litigation between Global Spectrum and the City arising under this Agreement or out of work performed under this Agreement will occur in the Arizona state courts in Maricopa County having jurisdiction thereof.

9. **INDEMNIFICATION**

Subject to the applicable provisions of Arizona law, each Party will indemnify, defend and hold harmless the other Party from and against all liability, loss and costs arising out of or resulting from the acts of the indemnifying party and its respective employees and agents.

10. **WORKER'S COMPENSATION INSURANCE**

City carries workers' compensation insurance coverage for all of its workers and employees and liability coverage as a self-insured employer, as provided by state law. City agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

11. **ASSIGNMENT**

Neither Party may 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. GPD is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. GPD, 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, or retirement benefits.

13. **COMMENCEMENT OF WORK**

- A. GPD agrees that work being done pursuant to this Agreement will not be commenced until after this Agreement is fully executed by the Parties. It is not fully executed unless it is signed by the City Manager or his or her designee.
- B. The effective date of this Agreement is as specified in Section 4.

14. **NOTICE**

Any notice provided for under this Agreement will be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

To the City of Glendale: City of Glendale Police Department  
Chief Debora Black  
6835 N. 57<sup>th</sup> Dr.  
Glendale, Arizona 85301  
cc: City Attorney

To Global Spectrum: Peter Sullivan, General Manager  
1 Cardinal Dr., Suite 220,  
Glendale, Arizona, 85305  
Telephone: 623-433-7100  
Fax No.: 623-433-7199

cc: Director of Security Services  
Director of Finance

15. **SEVERABILITY**

If any provision of this Agreement is found to be illegal, unenforceable, or unconstitutional by the valid judgment or decree of any court of competent jurisdiction the remaining provisions of this Agreement, nevertheless, will remain in full force and effect.

16. **INTEGRATION**

- \* This Agreement contains the entire Agreement between the Parties and supersedes all prior written or oral discussions or agreements.

17. **DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Parties within sixty (60) days of notification in writing by either Party, may be resolved by the Maricopa County Superior Court of the State of Arizona for the County of Maricopa. Any litigation will be conducted in Maricopa County, Arizona. Resolution of any and all disputes will be governed by the laws of the State of Arizona, and shall be resolved as speedily as reasonably possible.

18. **AUDIT OF PAYMENTS**

- A. Any Party, either directly or through a designated representative, may audit, during normal business hours, the records of the other Party concerning matters related to this Agreement during the three (3) year period established by Section 21.
- B. If an audit discloses that payments under Sections 2 and Section 3 were either less than or in excess of the amount to which a Party was entitled, said accounts will be adjusted and resolved promptly.

19. **LIABILITY INSURANCE**

The City 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. Global Spectrum and City may amend this Agreement at any time only by written amendment executed by Global Spectrum and City.
- B. Any change in the scope of services, as defined in Section 1, will be deemed an amendment subject to the provisions of this Section.

21. **MAINTENANCE OF RECORDS**

GPD will maintain records on a current basis to support its billings to Global Spectrum. Global Spectrum, or its authorized representative, will have the authority to inspect, audit, and copy during normal business hours on reasonable notice and from time to time any records of GPD regarding its billings of its work hereunder. GPD will retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement. Global Spectrum will maintain records on a current basis to support its payments to GPD. GPD, or its authorized representative, will have the authority to inspect, audit, and copy during normal business hours on reasonable notice and from time to time any records of Global Spectrum regarding its payments or work hereunder. Global Spectrum will retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

22. **BREACH OF AGREEMENT**

- A. It will be deemed a breach of this Agreement if either Party fails to perform any substantial obligation under the Agreement, except as provided in subsection (B) below.
- B. Neither Party will 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 own fault or negligence. Such causes may include, without limitation, acts of God or the public enemy; acts of the federal, state, or local governments; fires; floods; epidemics; volcanic eruptions; quarantine restrictions; strikes; freight embargoes; and unusually severe weather. Should either Global Spectrum or GPD fail to perform because of a cause described in this subsection, Global Spectrum and GPD

will make a mutually-acceptable revision in the scope of services, schedule, or compensation.

23. **NON-WAIVER**

The Parties will 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 will 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. **GPD/CITY RELATIONSHIP**

Any references in this Agreement to the rights or obligations of GPD will mean the rights or obligations of the City, acting by and through the GPD.

25. **E-VERIFY**

All 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. All Parties warrant that they have registered with and participate with E-Verify. If any 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.

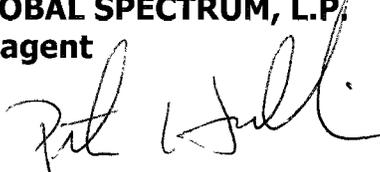
26. **CONFLICTS**

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

[SIGNATURES ON FOLLOWING PAGE]

The Parties have caused this Agreement to be executed on behalf of such Party by an authorized representative as of the date set forth below.

**GLOBAL SPECTRUM, L.P.**  
as agent



\_\_\_\_\_  
PETER SULLIVAN  
General Manager

10/6/2013

\_\_\_\_\_  
DATE

CITY OF GLENDALE, an Arizona  
municipal corporation

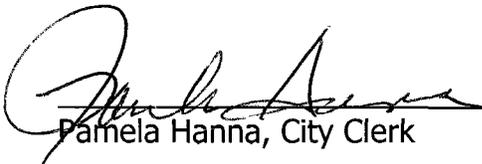


\_\_\_\_\_  
Brenda S. Fischer, City Manager

4/9/14

\_\_\_\_\_  
DATE

ATTEST:



\_\_\_\_\_  
Pamela Hanna, City Clerk

(SEAL)

APPROVED AS TO FORM:



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