

Staff Summary Report



Council Meeting Date: 01/22/2009

Agenda Item Number: _____

SUBJECT: Request approval of a resolution to enter into an Intergovernmental Agreement (IGA) between the City of Glendale and the City of Tempe to provide law enforcement security services at the University of Phoenix Stadium in Glendale.

DOCUMENT NAME: 20090122pdsj01 **POLICE DEPARTMENT ADMINISTRATION (0606-02)**
Resolution No. 2009.10

SUPPORTING DOCS: Glendale Stadium IGA.pdf

COMMENTS: The agreement expires February 15, 2012, but may be renewed in three-year increments.

PREPARED BY: Shannon Johnson, Management Assistant II **EXT. 2023**

REVIEWED BY: Paul Bentley, Fiscal & Research Administrator **EXT. 6204**

LEGAL REVIEW BY: Bill Amato, Police Legal Advisor **EXT. 8610**

DEPARTMENT APPROVAL: Tom Ryff, Chief of Police **EXT. 8214**

FISCAL NOTE: N/A

RECOMMENDATION: Approve and sign the IGA.

ADDITIONAL INFO: N/A

RESOLUTION NO. 2009.10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE CITY OF TEMPE FOR LAW ENFORCEMENT SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM, AND AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACT AS AGENT OF THE CITY OF TEMPE FOR ALL NEGOTIATIONS AND NECESSARY INSTRUMENTS.

WHEREAS, the City of Tempe, at the recommendation of the Police Department, will approve the intergovernmental agreement; and

WHEREAS, this project is for the benefit of all citizens of Tempe; and

WHEREAS, the project is compatible with the laws of the United States of America, Arizona and the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, HEREBY:

1. Approves the intergovernmental agreement; and
2. Gives authority to the Tempe Chief of Police or his designee, to act as agent of the City of Tempe to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, billing statements, and any other necessary or desirable instruments in connection with such funding.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of _____, 2009.

Hugh Hallman, MAYOR

ATTEST:

Jan Hort, City Clerk

APPROVED AS TO FORM:

Andrew Ching, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
GLENDALE AND THE CITY OF TEMPE**

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 Tempe ("Tempe") (Glendale and Tempe are referred to herein individually as a "Party" and collectively as the "Parties") acting by and through their respective police departments (Tempe is hereinafter "Agency" and Glendale PD is "GPD").

WHEREAS, the University of Phoenix Stadium in Glendale (the "Stadium") (the "AZSTAS") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

WHEREAS, 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

WHEREAS, Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

WHEREAS, the Parties desire to participate in providing law enforcement security services to Global Spectrum for the AZSTAS.

WHEREAS, 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.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, which are incorporated as if set forth fully herein, 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:

I. Purpose and Intent

The purpose of this Agreement is to provide the means through which the Parties intend to provide high-quality law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the agency assets and by addressing issues including, command, control, personnel, planning and training.

II. Supervision and Staffing

Agency acknowledges that command and control for all events worked for Global Spectrum pursuant to this contract (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD. 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. Agency agrees and understands entities other than Glendale and the GPD are responsible for decisions regarding whether, and to what extent, law enforcement will provide service for events. However, Glendale will provide information regarding staffing decisions to Agency as soon as it becomes available.

III. Assigned Personnel

- A. Agency shall have the discretion to determine which, and how many, of its officers will be allowed to apply for assignments at events (hereinafter referred to as "Assigned Officers"). All Assigned Officers will be required to enter into temporary employment contracts with Glendale. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify 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. Glendale will consult with employing Agency prior to terminating any Assigned Officer.
- B. While working an event, the Assigned Officers:
 - 1. Will wear a uniform approved by their home Agency; and
 - 2. May carry other equipment authorized by their respective Agency.
- C. When working an event, GPD will make available to Assigned Officers forms and other supplies necessary to work the event.
- D. Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment and supplies (collectively the "property") used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of the property.

IV. Compensation, Insurance and Reporting

- A. The Parties agree that during events the Assigned Officers shall be temporary employees of Glendale for compensation purposes, not independent contractors; provided, however, that each such Assigned Officer shall also be deemed at all times to also be an employee of the employing Agency and that nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D). By executing this Agreement and making Assigned Officers available for events, each Party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E).

- B. Each Assigned Officer who works an event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee, which shall be paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below. 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.
- C. 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. Other than the worker's compensation and liability coverage as set forth above, Assigned Officers will not be entitled to any other employee benefits or compensation from Glendale.
- D. Glendale shall make available to the Agency information about the hours worked by Assigned Officers not later than seven days following each event to enable Agency to properly monitor and regulate the hours worked by all of their Assigned Officers.

V. Indemnification

Glendale shall indemnify, defend, save and hold harmless Tempe, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Tempe or any of its officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Tempe, its officers, officials, agents and employees for losses arising from the work performed by Agency's Assigned Officers under this Agreement.

VI. Media Releases and Relations

Any release of information to the media, other than a public records release, regarding an event or any activities carrying out this agreement, will be coordinated by the GPD's

Public Information Officer (the "PIO"), in cooperation with GPD and with input from Agency. No unilateral media releases will be distributed by Agency without the prior approval of the PIO. A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to the PIO prior to release. Agencies will not reveal any investigative information or operational procedures except as required by law. If an incident is primarily focused upon or concerned with the actions of Agency's Assigned Officer, Agency will be responsible for the release of information to the media relative to the incident.

VII. Arizona POST certification

- A. Relative to its Assigned Officers, Agency agrees that it will be responsible to the Arizona Police Officer's Standards and Training ("Arizona 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, Agency, 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.
- B. Glendale and Agency agree to cooperate to ensure any issues that arise relative to Arizona P.O.S.T. certification are resolved in a reasonable and efficient manner.

VIII. Execution, Duration and Renewal

- A. This Agreement will be effective as to Tempe immediately upon the approval and execution by Glendale and Tempe and shall remain in full force and effect until February 15, 2012.
- B. This Agreement may be executed in counterparts.
- C. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

IX. General Provisions

- A. 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.
- B. 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.

- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- D. Conflict of Interest. This Agreement may be canceled by any of the Parties pursuant to the provisions of A.R.S. § 38-511.
- E. Termination. Agency 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 Agency not less than sixty (60) days prior written notice.
- F. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.
- G. 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.
- H. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- I. Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder pursuant to ARIZ. REV. STAT. § 11-952(G) upon its execution. This Agreement shall be effective as of the later to occur of the date of signature as set forth in subsection VIII (A) above and the date of filing of this Agreement as provided in this Section.
- J. 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.
- K. 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.

X. E-Verify

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

XI. Sudan and Iran

Pursuant to ARS § 35-391.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Tempe 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, City Attorney

CITY OF TEMPE

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

TEMPE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:



TEMPE CITY ATTORNEY

12/14/06