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MAY 14 2015

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MEMORANDUM **Police Department - Staff Memo No. 2015-057**

DATE: APRIL 30, 2015

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER
MARSHA REED, ASSISTANT CITY MANAGER
SEAN DUGGAN, CHIEF OF POLICE

FROM: DAVID NEUMAN, ASSISTANT CHIEF OF POLICE

SUBJECT: RESOLUTION NO. 4869, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF GLENDALE FOR THE CHANDLER POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SECURITY SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 4869 authorizing an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement security services at the University of Phoenix Stadium (UOPS), and authorizing the Chief of Police to administer, execute, and submit all documents necessary in connection with such agreement.

BACKGROUND/DISCUSSION: While the Glendale Police Department (GPD) is primarily responsible for providing law enforcement security services for the UOPS, they are still in need of additional trained officers to work various events. The Chandler Police Department (CPD), in addition to state, county, and other local agencies, first entered into an IGA with Glendale in 2012 to cooperatively provide law enforcement and security services at various events. The CPD's participation is beneficial in that it is an opportunity for officers to gain experience in crowd control in an organized environment, it helps foster cooperative working relationships with GPD and other law enforcement agencies, and further provides public safety services to Chandler residents that attend events at UOPS. This agreement shall be effective upon execution of the agreement by both parties and shall expire on June 30, 2018.

FINANCIAL IMPLICATIONS: There are no financial implications to Chandler as Glendale pays participating officer(s) directly for their service.

PROPOSED MOTION: Move City Council adopt Resolution No. 4869 authorizing an Intergovernmental Agreement (IGA) with the City of Glendale to provide law enforcement security services at the University of Phoenix Stadium; and authorizing the Chief of Police to administer, execute, and submit all documents necessary in connection with such agreement.

RESOLUTION NO. 4869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA), BETWEEN THE CITY OF CHANDLER AND THE CITY OF GLENDALE FOR THE CHANDLER POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SECURITY SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM (UOPS)

WHEREAS, the City of Glendale, Arizona, is authorized to enter into an IGA with the City of Chandler; and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide law enforcement security services at the UOPS;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to provide law enforcement security services at the UOPS.

Section II. THAT the Chandler Chief of Police is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2015.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4869 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2015.

APPROVED AS TO FORM:

_____ _____

CITY CLERK CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF CHANDLER

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 Chandler ("Chandler"), 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 Chandler Police Department ("CPD") 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 CPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.

2. Supervision and Staffing.

2.1 Chandler 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 Chandler 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 Chandler as soon as it becomes available.

3. Assigned Personnel

3.1 Chandler 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 Chandler prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by CPD, and the Assigned Officers may carry other equipment authorized by CPD.

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 CPD 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 CPD 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 liability coverage 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. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

4.3 Glendale shall make available to the CPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable CPD 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 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Chandler, 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 due 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 Chandler, its officers, officials, agents and employees for losses arising from the work performed by Chandler'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 Chandler but, except as provided below, no unilateral media releases will be distributed by Chandler 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 CPD's Assigned Officer, CPD 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, Chandler 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, Chandler'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 Chandler 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 immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2018.

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. Chandler 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 Chandler 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 terminate 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.

9.10 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.

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. 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 the following pages*]

CITY OF GLENDALE

_____

City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Chandler 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:

_____

Michael Bailey, City Attorney

CITY OF CHANDLER

_____

Jay Tibshraeny, Mayor

ATTEST:

_____

Marla Paddock, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

_____

Kay Bigelow, Chandler City Attorney KBK