

CITY COUNCIL REPORT



Meeting Date: June 25, 2024
General Plan Element: ***Public Services & Facilities***
General Plan Goal: ***Partner with other jurisdictions and agencies***

ACTION

Intergovernmental Agreement with the City of Glendale. Adopt Resolution No. 13171 authorizing Amendment No. 2 to Intergovernmental Agreement No. 2018-084-COS between the City of Scottsdale and the City of Glendale for the provision of police officers for security and traffic control services at the State Farm Stadium in Glendale.

BACKGROUND

The City of Scottsdale and the City of Glendale have an Intergovernmental Agreement in place that expires on June 30, 2024, to provide police officers as security and for traffic control services at the State Farm Stadium. The proposed amendment to the Intergovernmental Agreement (IGA) will extend it for an additional three years.

The Glendale Police Department does not have the capacity by itself to provide adequate security and traffic control at the State Farm Stadium and has asked the assistance of other valley law enforcement agencies such as Scottsdale to assist them. Participation in mutual aid agreements such as this one, allows Scottsdale to develop good will with other agencies and call on other agencies for assistance as needed.

The City of Glendale and the stadium entities shall bear the cost of those Scottsdale police officers who are utilized at the stadium.

ANALYSIS & ASSESSMENT

Recent Staff Action

Police Department staff reviewed the amendment and believe extending the IGA will be beneficial to the department and allows the continuance of the existing relationship with the City of Glendale under the IGA.

The City of Glendale and the stadium entities shall bear the cost of the Scottsdale officers including primary responsibility for worker compensation issues. The number of officers assigned and allowed to work stadium events is at the sole discretion of the Scottsdale Police Department. The

City Council Report | IGA with the City of Glendale

underlying agreement provides for indemnification of Scottsdale by Glendale for the officers working under the IGA.

RESOURCE IMPACTS

Available funding

The cost of the officers shall be borne by the City of Glendale and the stadium entities.

Staffing, Workload Impact

No additional staff will be required to participate in the program. Police officers will work in this assignment in an off duty capacity as temporary employees of the City of Glendale

Future Budget Implications

None.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Approve Resolution No. 13171 authorizing Amendment No. 2 to Intergovernmental Agreement No. 2018-084-COS.

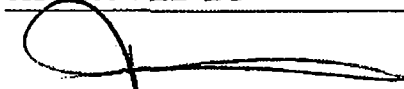
RESPONSIBLE DEPARTMENT(S)

Police

STAFF CONTACTS (S)

Jeff Walther, Chief of Police, jwalther@scottsdaleaz.gov

APPROVED BY



Jeff Walther, Chief of Police

(480)312-1900, jwalther@scottsdaleaz.gov



Jim Thompson, City Manager

(480)312-2811, jthompson@scottsdaleaz.gov

6/6/2024
Date

6/7/24 15:22 MST
Date

ATTACHMENTS

1. Resolution No. 13171
2. Amendment No. 2 to Intergovernmental Agreement No. 2018-084-COS
3. Intergovernmental Agreement No. 2018-084-COS

RESOLUTION NO. 13171

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 2018-084-COS WITH THE CITY OF GLENDALE, FOR THE PROVISION OF POLICE OFFICERS TO PROVIDE SECURITY AND TRAFFIC CONTROL SERVICES AT THE STATE FARM STADIUM

WHEREAS, Arizona Revised Statutes Sections 11-951, et. seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action and Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including other cities; and

WHEREAS, the City of Scottsdale ("City") and the City of Glendale ("Glendale") desire to extend an Intergovernmental Agreement for the provision of police officers to provide security and traffic control services at the State Farm Stadium ("Stadium"); and

WHEREAS, Glendale does not have sufficient police resources to provide adequate security and traffic control at the Stadium and Glendale will pay for the cost of those officers and the City has a long successful history of providing mutual aid to other valley agencies;

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

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Amendment No. 2 to Intergovernmental Agreement No. 2018-084-COS, between the City and Glendale, allowing the Scottsdale Police Department to provide officers to Glendale to provide security and traffic control services at the Stadium.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 25th day of June, 2024.

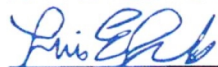
CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney
By: Luis E. Santaella
Deputy City Attorney

C18-0519-2

AMENDMENT NO. 2
INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF GLENDALE
AND
CITY OF SCOTTSDALE
(Contract No. C18-0519)

This Amendment No. 2 ("Amendment") to Intergovernmental Agreement C18-0519 ("Agreement") is made this ____ day of _____, 2024, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City"), and the City of Scottsdale, an Arizona municipal corporation ("Contractor").

RECITALS

- A. City and Contractor previously entered into an Intergovernmental Agreement, Contract No. C18-0519, dated June 12, 2018 ("Agreement"); and
- B. The initial term of the Agreement between the parties was through June 30, 2021, with the option to renew for successive additional three (3) year periods upon mutual consent of the parties (Section 8). Pursuant to Amendment No. 1, the Agreement was renewed for an additional three-year period by the parties through June 30, 2024.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement will be extended for an additional three-year period from July 1, 2024, through June 30, 2027, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM AND
AUTHORITY:

Michael D. Bailey, City Attorney

CITY OF SCOTTSDALE

David Ortega, Mayor

ATTEST:

Ben Lane
SCOTTSDALE CITY CLERK

APPROVED AS TO FORM
AND AUTHORITY:

Sherry R. Scott
SCOTTSDALE CITY ATTORNEY

By: Luis E. Santaella
Deputy City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF SCOTTSDALE**

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 Scottsdale ("Scottsdale"), 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. The City of Glendale has the need for qualified personnel to provide law enforcement, security and traffic management services at the Stadium; and
- D. The parties desire to participate in providing law enforcement security, and traffic management services to the City of Glendale, relating to the Stadium, by making available Scottsdale Police Department ("SPD") 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, security services and traffic management 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, security, and traffic management services at the Stadium by maximizing cooperation, by integrating the SPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 Scottsdale acknowledges that command and control for all events worked for 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 the member agencies providing officers to Events.
 - 2.3 Scottsdale agrees and understands that entities other than Glendale and the GPD may 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 Scottsdale as soon as it becomes available.

3. Assigned Personnel

- 3.1 Scottsdale 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 Scottsdale prior to terminating any Assigned Officer.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by SPD, and the Assigned Officers may carry other equipment authorized by SPD.
- 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 SPD 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 SPD 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.
 - 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, upon request, to the SPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable SPD 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 Scottsdale, 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 Scottsdale, its officers, officials, agents and employees for losses arising from the work performed by Scottsdale'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 Scottsdale but, except as provided below, no unilateral media releases will be distributed by Scottsdale 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 SPD's Assigned Officer, SPD 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, Scottsdale 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, Scottsdale'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 Scottsdale 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, 2021.
- 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. Scottsdale 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 Scottsdale 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.

9.9 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.

12. No Boycott of Israel

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

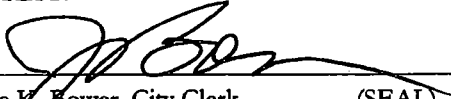
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CITY OF GLENDALE



Kevin Phelps
City Manager

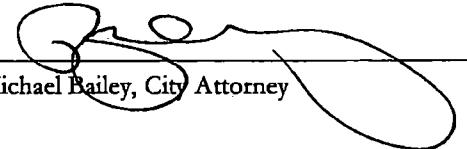
ATTEST:


Julie K. Bower, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Scottsdale 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 SCOTTSDALE

BY: _____

W.J. "Jim" Lane

MAYOR

DATE: 7/6/18

ATTEST:

Carolyn Jagger

SCOTTSDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

Bruce Washburn

SCOTTSDALE CITY ATTORNEY

By: Luis E. Santaella, Senior Assistant City Attorney