
GLENDALE REPRESENTATION AGREEMENT

This Glendale Representation Agreement ("Agreement") is made and entered into as of the 13th day of June 2023 by and between Beacon Sports Capital Partners, LLC ("Beacon Sports"), 68 Leonard Street, Suite 203 Belmont, MA 02478 and the City of Glendale, AZ ("Glendale" or "City") 5850 W. Glendale, Glendale, AZ 85301, jointly, the ("Parties").

WITNESSETH:

This Agreement is made with reference to the following facts:

A. Beacon Sports is engaged in the business of providing investment banking and financial advisory services to professional sports franchises, municipalities, and sports related companies in the United States;

B. Glendale desires to retain Beacon Sports for financial and venue related advisory services ("Consultant") as mutually agreed upon between the two parties as further outlined in Section 2 of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

- 1. ENGAGEMENT.** Glendale hereby retains Beacon Sports as a Consultant on the Camelback Ranch Training Facility ("Training Facility") owned by the City and leased to the Major League Baseball ("MLB") Chicago White Sox and Los Angeles Dodgers ("Lease Agreement").
- 2. DUTIES OF BEACON SPORTS.** Beacon Sports shall act as a Consultant as well as a liaison and intermediary for the City regarding its interests in the Training Facility and will perform the following duties:
 - a) Review all available financial statements of the Training Facility including P&L, balance sheets and the listing of all its existing fixed assets and equipment;
 - b) Conduct an on-site tour and prepare a facility assessment of the Training Facility;
 - c) Determine the level of annual usage of the Training Facility by both MLB teams (including Spring Training, Arizona League, and other baseball and non-baseball events);
 - d) Review any facility standards reports recently prepared including those by Ewing Cole on behalf of MLB, the Chicago White Sox and the Los Angeles Dodgers. From this report, identify those areas at the Training Facility that are non-compliant with current MLB facility standards;
 - e) Prepare an estimate of the immediate costs required to bring the Training Facility into compliance with current MLB facility standards;
 - f) Prepare an estimated life cycle of the Training Facility and related equipment with the intent to project the City's future financial obligations under the current Lease Agreement;
 - g) Prepare an assessment of current and planned real estate development at the Training Facility site;
 - h) Prepare a valuation methodology for the Training Facility and the potential value of development opportunities at the site; and,
 - i) Any other services mutually agreed upon.
- 2.1 NO AGENCY.** Beacon Sports acknowledges and agrees that it is not an agent of Glendale and may not bind or obligate Glendale in any way.
- 2.2 PROGRESS.** Close cooperation and frequent communication improve the ability to assist and complete the work of the Parties.

3. **TERM.** The initial term of this Agreement ("Initial Term") shall commence on the date set forth above and terminate 12 months thereafter. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to herein as the "Term".
4. **TERMINATION.** Glendale may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.
5. **COMPENSATION.** The following sets forth the Parties agreement with respect to fees and expenses, the payment of costs, and the timing and content of billing statements:

5.1 **FEE BASIS.** The hourly rate for services performed under this Agreement shall be \$400.00 per hour each for the services of Richard Billings, and Gerald Sheehan, and \$200.00 for Timothy. Billings. The contract, including fees and reimbursable costs and expenses, shall not exceed \$75,000.00 for the term of the agreement.

5.2 **RETAINER.** Upon execution of this Agreement, Glendale shall pay Beacon Sports a \$20,000.00 retainer to be applied towards its services to be performed under the Agreement at the hourly rate detailed above.

5.3 **COSTS AND EXPENSES.** Glendale will reimburse Beacon Sports for out-of-pocket expenses relating to its services hereunder, including travel, lodging, etc. within thirty (30) days after receipt by Glendale of appropriate documentation supporting the expenses. Beacon Sports will provide reasonable notice to Glendale in advance of any cost or expense greater than \$500.00.

5.4 **BILLING.** Beacon Sports will submit monthly detailed invoices to the City for its services performed under this Agreement. Glendale will remit payment to Beacon Sports within thirty days (30) after receipt of such invoices for hourly fees and reimbursable costs and expenses.

6. **CONFIDENTIALITY.** Beacon Sports acknowledges that all documents provided to Glendale may be subject to disclosure by laws related to open public records. Consequently, Beacon Sports understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event Glendale receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Beacon Sports, Glendale agrees to provide Beacon Sports with notice of that request, which shall be deemed given when deposited by Glendale with the USPS for regular delivery to the address of Beacon Sports specified below for notices. Within ten (10) days of notice by Glendale, Beacon Sports will inform Glendale in writing of any objection by Beacon Sports to the disclosure of the requested information. Failure by Beacon Sports to object timely shall be deemed to waive any objection and any remedy against Glendale for disclosure. In the event Beacon Sports objects to disclosure within the time specified, Beacon Sports agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Beacon Sports does not object thereto. Furthermore, Beacon Sports agrees to indemnify and hold harmless Glendale from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Glendale in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, in the event necessary and/or requested by Beacon Sports, Glendale may enter into a separate agreement setting forth the rights and obligations of Glendale, Beacon Sports and the third-party regarding the confidentiality of information.

7. **MUTUAL REPRESENTATIONS AND WARRANTIES.**

(i) Beacon Sports warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Beacon Sports will not violate any rights of, agreements with, or obligations to any third parties; (c) Beacon

Sports will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Beacon Sports will not circumvent or otherwise frustrate the intent of this Agreement.

(ii) Glendale warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Glendale will not violate any rights of, agreements with or obligations to any third parties; (c) Glendale will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Glendale will not circumvent or otherwise frustrate the intent of this Agreement.

8. **MUTUAL INDEMNIFICATION.** Beacon Sports and Glendale each agree the party at fault shall hold the other party harmless from and against and shall indemnify fully, if applicable, from any and all losses, claims, damages, liabilities, costs, expenses and fees, including, without limitation, reasonable attorneys' and paralegals' fees incurred in the context of any court, arbitration, administrative or other proceeding, together with the costs incurred in such proceeding (individually and collectively, "Costs") arising from or relating to breach of this Agreement by such indemnifying party.
9. **PUBLIC ANNOUNCEMENTS.** Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, Beacon Sports shall have the right to publicly announce and/or advertise any agreement hereunder for which a closing has occurred. Notwithstanding the foregoing, Beacon Sports shall provide Glendale the opportunity to review and comment on any announcement prior to announcement. Glendale shall identify Beacon Sports as its consultant in any key public announcements it may make regarding any completed assignment hereunder.
10. **GOVERNING LAW.** This Agreement and all matters related hereto shall be governed by the laws of The State of Arizona without reference to conflicts of laws principles or principles of comity.
11. **NOTICES.** Notices shall be in writing, addressed to the person to be notices at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed by electronic mail, and all applicable courier or delivery services.

If to Beacon Sports Capital Partners. LLC
68 Leonard Street, Suite 203
Belmont, MA 02478
Attention: Gerald Sheehan, President
Phone: (617) 775-8185

If to City
5850 W. Glendale, 4th Floor
Glendale, AZ 85301
Attn: City Manager
Phone: (623) 930-2870


Copy to:
5850 W. Glendale, Ste. 450
Glendale, AZ 85301
Att. City Attorney
Phone: (623) 930-9530

12. **SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.
13. **ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided herein. This Agreement may not be amended or modified in any way except by writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

14. **WAIVER.** No waiver of a breach of or default under any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.
15. **HEADINGS.** The headings in this Agreement are inserted for convenience and shall not affect the construction hereof.
16. **AUTHORITY.** The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.
17. **FOREIGN PROHIBITIONS.** Beacon Sports certifies under A.R.S 35-391 et seq., and 35-393 seq., that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
18. **IMMIGRATION LAW COMPLIANCE.** Beacon Sports warrants, to the extent applicable under A.R.S. 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. 23-241(A) which requires registration and participation with E-Verify Program.
19. **CONFLICT.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

THE PARTIES HERETO have caused this Agreement to be executed as of the date indicated above.

BEACON SPORTS CAPITAL PARTNERS, LLC

BY: 
 Gerald Sheehan
 President
 6/2/2023

CITY OF GLENDALE, AZ

E-SIGNED by Vicki Rios
 BY: on 2023-06-16 11:16:02 MST
 Kevin R. Phelps
 City Manager

E-SIGNED by Julie K. Bower
 BY: on 2023-06-16 11:17:49 MST
 Julie K. Bower
 City Clerk

E-SIGNED by Michael D. Bailey
 BY: on 2023-06-15 08:45:03 MST
 Michael D. Bailey
 City Attorney