

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement between the City of
Everett and Steadfast Everett
Mall, LLC to utilize Mall
property for police/role-playing
training

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Depart. Police
Contact Person D/C James Lever
Phone Number 425-257-8418
FOR AGENDA OF November 23, 2016

Initialed by:
Department Head _____
CAA db
Council President AM

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Everett Mall 1402 SE Everett Mall Way		Agreement	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Everett Police Department desires to utilize Everett Mall property after business hours for role-playing and training exercises. The purpose of this agreement is to outline the terms and conditions for facility use, including a hold harmless statement. The term of the agreement is January 1, 2017 through December 31, 2017 and, unless terminated prior, will automatically extend month-to-month until January 1, 2020. Steadfast Everett Mall, LLC agrees to provide the Everett Police Department access to the Everett Mall at no cost to the City of Everett.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement between the City of Everett and Steadfast Everett Mall, LLC to utilize Mall property for police/role-playing training at no cost to the City.

**AGREEMENT BETWEEN THE CITY OF EVERETT
AND STEADFAST EVERETT MALL, LLC**

THIS AGREEMENT is made and entered into on this ___1st___ day of January, 2017, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Steadfast Commercial Management Company Inc, hereinafter referred to as "the Mall."

WHEREAS, the City of Everett Police Department desires to utilize Mall property for police/role playing training; and

WHEREAS, the City of Everett Police Department and the Mall have agreed on a location and dates for the training;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Purpose. The purpose of this Agreement is to define the terms for the Mall allowing the Everett Police Department to conduct police/role playing training activities at the Everett Mall, located in the city of Everett at the street address of 1402 SE Everett Mall Way (hereinafter referred to as "the training location") after the businesses at the training location have closed for business for the day (hereinafter referred to as "training activities").
2. Term. The term of this Agreement shall commence as of the date of execution hereof and shall continue in full force and effect until December 31st, 2017. Beginning January 1, 2018, this Agreement will automatically extend month-to-month, unless this Agreement is terminated under Section 3 below. However, the month-to-month extensions will not cause this Agreement to extend beyond January 1, 2020, after which date a new agreement will be necessary. City shall provide written notice at least 72 hours prior to conducting any training activities. Mall shall have the right to refuse such written request for reasonable cause and agrees to use its best efforts to reschedule to a mutually satisfactory time.
3. Termination. Either party shall have the right to cancel this Agreement at any time, upon giving ten (10) days written notice thereof.
4. Amendments. This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement.

5. Liability Insurance. The City is a self-insured entity and will furnish a letter detailing its self-insured status to the Mall prior to the commencement of training activities.

6. Hold Harmless and Indemnification. The City acknowledges that the Mall has not made any, and makes no, representations regarding the condition of the location of training activities. The City further acknowledges that the City and its agents/contractors assume all risk of injury from entry onto the location of the training activities and the structures thereon for the training activities. The City agrees that it will indemnify and hold the Mall (including the Mall's members, officers, directors, and employees) harmless from any and all claims (including claims for personal injury), damages, expenses, costs, fees (including any court costs and reasonable attorneys' fees), fees, fines and/or penalties which may be imposed or incurred by the Mall resulting from or related to entry onto the training location for training activities as provided under this Agreement. In the event of such a claim, the Mall will deliver to the City prompt written notice thereof, and the City may, at its option, assume the defense of such claim.

IN WITNESS WHEREOF, the City and the Mall have executed this Agreement as of the date first above written.

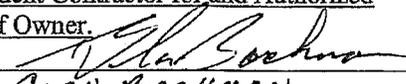
CITY OF EVERETT, WASHINGTON

EVERETT MALL, LLC

a Delaware limited liability company

By: _____
Ray Stephanson, Mayor

**BY: Steadfast Commercial Management
Company, Inc. a California corporation**
Independent Contractor for and Authorized
Agent of Owner.

By: 
GLEN BACHMAN
Its VP RETAIL OPERATIONS

Date: _____

Date: 11/9/16

ATTEST:

Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney
Date: _____