

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Law Enforcement Services
 Agreement with Global
 Spectrum, L.P. for Events
 Center Security

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

COUNCIL BILL # _____
 Originating Department Police
 Contact Person Mark St.Clair
 Phone Number 425-257-8432
 FOR AGENDA OF July 24, 2019

Initialed by:
 Department Head [Signature]
 Administration [Signature]
 Council President [Signature]

Location Preceding Action Attachments Department(s) Approval
 _____ 2007 Agreement Services Agreement Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Global Spectrum, L.P., or "Spectra", manages and operates Angel of the Winds Arena, commonly referred to as the "Events Center". Spectra would like to retain the services of the Everett Police Department (EPD) to provide law enforcement services during certain events at the Events Center. This Services Agreement updates a previous version executed in 2007 to reflect current practices. This agreement sets forth the conditions under which EPD will continue to fulfill these services, and provides for the City of Everett to be reimbursed by Spectra in the amount of \$73.00 per hour for each officer assigned to an event (increases to \$75.00 per hour effective January 1, 2020). Events are staffed by off-duty officers so as not to impact the department's ability to respond to calls for service. The agreement is effective immediately and terminates on December 31, 2020, but may be renewed annually by mutual agreement of the parties.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Law Enforcement Services Agreement with Global Spectrum, L.P. for Events Center security.

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this 19th day of June 2019, 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 **GLOBAL SPECTRUM, L.P.**, d/b/a Spectra Venue Management, hereinafter referred to as "**Spectra**," as agent for the **EVERETT PUBLIC FACILITIES DISTRICT**, a Delaware limited partnership, for the purpose of engaging the City to provide law enforcement presence during events at the Angel Of The Winds Arena.

WHEREAS, Spectra contracted with the Everett Public Facilities District to manage and operate Angel Of The Winds Arena, hereinafter referred to as "Events Center"; and

WHEREAS, Spectra would like to retain the services of the City's Police Department ("EPD") to provide law enforcement services (hereinafter "Services") during certain events at the Events Center; and

WHEREAS, the City is willing to provide such services;

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

1. Services. The Services shall consist of the City's EPD employees being present at certain events to provide a law enforcement presence to supplement private security personnel engaged by Spectra. The number and type of law enforcement personnel assigned to any event, the type of service and the level of service for individual events will be determined and agreed upon by Spectra and EPD, based on public safety, nature of the event, event history and research, demographics and other related factors. If Spectra and the EPD do not agree on the number and type of law enforcement and the level of services for an event, the Chief of Police or his designee and the General Manager of the Events Center or his designee will confer in an effort to come to a determination before the event. If the Chief of Police and General Manager cannot come to an agreement, EPD may elect to not provide Services for that event.

2. Effective date; duration. This Agreement shall become effective on the date it has been executed by both parties. It shall terminate on December 31, 2020, unless terminated earlier pursuant to section 4. After that date, this Agreement may be renewed annually by mutual agreement of the parties.

3. Compensation.

- A. The City shall be paid by Spectra for Services rendered pursuant to this Agreement which are described herein. Such payment shall be full compensation for Services rendered.
- B. The City shall be paid in the amount of Seventy-Three Dollars (\$73.00) per hour, through December 31, 2019, for each employee of the EPD assigned to an event pursuant

to this Agreement. Beginning January 1, 2020, the City shall be paid in the amount of Seventy-Five Dollars (\$75.00) per hour for each employee of the EPD assigned to an event pursuant to this Agreement.

- C. Spectra shall pay the City for services rendered no more than thirty (30) days following billing by City.
- D. Notwithstanding the provisions of Section 4, failure by Spectra to compensate City according to this Agreement shall give City the right to terminate this Agreement effective immediately.

4. Termination of Contract. Either party may terminate this Agreement by sending written notice of termination to the other ("Notice"). The Notice shall specify a termination date ("Termination Date") at least sixty (60) days after the date the Notice is issued. The Notice shall be deemed issued ("Notice Date") upon the earlier of either actual receipt or three calendar days after mailing. Upon issuance of notice to terminate, the City shall immediately commence to end the Work in a reasonable and orderly manner. Spectra shall reimburse the City, in accordance with section 3, for all Services provided while this Agreement remains in effect as well as hours worked after the Notice Date that are reasonably necessary to terminate Services in a reasonable and orderly manner. Notice shall be hand delivered or sent by United States Mail, postage prepaid, certified or registered mail, return receipt requested, to the individuals at the addresses set forth in section 13. Termination of this Agreement shall not waive or release either party from any claim, obligation, or remedy provided by this Agreement, including but not limited to a claim for damages for breach of the Agreement or indemnification under section 6.

5. Assignment. This Agreement shall not be assigned without the prior written consent of the other party.

6. Indemnification. Spectra shall hold harmless, indemnify and defend the City, its officers, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, caused by or arising out of Spectra's negligent or intentional acts, errors or omissions. In the event of the concurrent negligence of the parties, Spectra's obligations hereunder shall apply only to the percentage of fault attributable to Spectra, its officers, employees or agents.

City shall hold harmless, indemnify and defend Spectra, its officers, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of City's negligent or intentional acts, errors or omissions in the performance of this Agreement. In the event of the concurrent negligence of the parties, City's obligations hereunder shall apply only to the percentage of fault attributable to City, its officers, employees or agents. The City shall be liable under this paragraph for matters requiring the exercise of

professional judgment of EPD officers only to the extent they are grossly negligent.

7. Independent Contractor. The parties do not intend to create an employer-employee relationship by this Agreement.

8. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Spectra shall make available to the City for the City's examination all of Spectra's records and documents with respect to all matters covered by this Agreement. Furthermore, Spectra will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and other data relating to all matters covered by this Agreement.

9. Compliance with Federal, State and Local Laws. Both parties shall comply with all applicable federal, state and local laws, regulations, and ordinances.

10. Waiver. Any waiver by Spectra or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party.

11. Complete Agreement; modification. This Agreement is the entire Agreement between the parties and supersedes any other understanding or Agreement whether oral or written. It may be modified only by written amendment executed by both parties in the same manner as this Agreement.

12. Equipment and Office. The City will provide the officers who work security at the Events Center with full City of Everett Police uniform and all other police equipment. Spectra will supply Everett Police Officers who are working security at the Events Center with a fully functional portable Events Center security radio or provide the City with the correct information which will enable installation of security radio frequencies on any vacant Police radio frequency. Spectra will provide an office for Police security that can be secured by lock and a locking desk. This office may be shared with Fire personnel.

13. Notices.

A. Notices to the City shall be sent to the following address :

City of Everett
Attn: Police Chief
3002 Wetmore Avenue
Everett, WA 98201

B. Notices to Spectra shall be sent to the following address:

Global Spectrum
Attn: General Manager, Angel of the Winds Arena
2000 Hewitt Avenue, Suite 200
Everett, WA 98201

14. Venue. Venue for any lawsuit arising out of this Agreement shall be Snohomish County Superior Court.

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

AGREED:

CITY OF EVERETT, WASHINGTON

By: _____
Cassie Franklin, Mayor

Date: _____

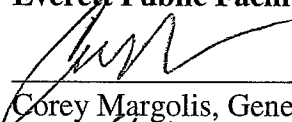
ATTEST:

Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney
Date: _____

**GLOBAL SPECTRUM, L.P., as agent for
Everett Public Facilities District**



Corey Margolis, General Manager
Date: 6/19/19