

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT is dated for reference purposes January 1, 2025, and is 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 Oak View Group, a Delaware limited partnership, as agent for the **EVERETT PUBLIC FACILITIES DISTRICT**, hereinafter referred to as "**OVG**," for the purpose of engaging the City to provide law enforcement presence during events at the Angel Of The Winds Arena.

WHEREAS, Global Spectrum, L.P. contracted with the Everett Public Facilities District to manage and operate Angel Of The Winds Arena on behalf of the Everett Public Facilities District, hereinafter referred to as "Events Center"; and

WHEREAS, OVG 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 OVG. 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 OVG and EPD, based on public safety, nature of the event, event history and research, demographics and other related factors. If OVG 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 January 1, 2025. It shall terminate on December 31, 2026, 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 OVG 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 One Hundred and Nine Dollars (\$109.00) per hour, through December 31, 2025, for each employee of the EPD assigned to an event pursuant to this Agreement. Beginning January 1, 2026, the City shall be paid in the amount of One-Hundred and Fourteen Dollars (\$114.00) per hour for each employee of the EPD assigned to an event pursuant to this Agreement.
 - C. OVG 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 OVG 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. OVG 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. OVG 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 OVG's negligent or intentional acts, errors or omissions. In the event of the concurrent negligence of the parties, OVG's obligations hereunder shall apply only to the percentage of fault attributable to OVG, its officers, employees or agents.

City shall hold harmless, indemnify and defend OVG, 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, OVG shall make available to the City for the City's examination all of OVG's records and documents with respect to all matters covered by this Agreement. Furthermore, OVG 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 OVG 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. OVG 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. OVG 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 OVG 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

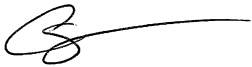
14. Venue. Venue for any lawsuit arising out of this Agreement shall be Snohomish County Superior Court.

[signatures on following page]

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

AGREED:

CITY OF EVERETT



Cassie Franklin, Mayor

**GLOBAL SPECTRUM, L.P., AS
AGENT**



By: _____
Corey Margolis

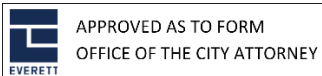
Date: 10/31/2024

Date: 10/31/2024

Attest:



Office of the City Clerk













Global Spectrum Law Enforcement Services Agreement_09-23-2024_rev.SD


Final Audit Report

2024-10-31


Created:	2024-10-17
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf1A43L1armX30FbIGFzPbvR72AnJW2fN

"Global Spectrum Law Enforcement Services Agreement_09-23-2024_rev.SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-10-17 - 5:51:08 PM GMT
-  Document emailed to Alicia Gill (AGill@everettwa.gov) for approval
2024-10-17 - 5:51:42 PM GMT
-  Email viewed by Alicia Gill (AGill@everettwa.gov)
2024-10-17 - 5:53:58 PM GMT
-  Document approved by Alicia Gill (AGill@everettwa.gov)
Approval Date: 2024-10-17 - 5:54:30 PM GMT - Time Source: server
-  Document emailed to Corey Margolis (corey.margolis@oakviewgroup.com) for signature
2024-10-17 - 5:54:32 PM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2024-10-17 - 6:41:19 PM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2024-10-19 - 7:30:07 PM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2024-10-22 - 5:05:32 AM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2024-10-24 - 6:20:55 AM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2024-10-26 - 7:47:39 AM GMT

 Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)


2024-10-27 - 5:36:45 AM GMT

 Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)


2024-10-28 - 8:05:43 AM GMT

 Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)

2024-10-29 - 6:02:11 AM GMT

 Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)


2024-10-30 - 4:48:56 AM GMT

 Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)


2024-10-31 - 3:31:37 AM GMT

 Document e-signed by Corey Margolis (corey.margolis@oakviewgroup.com)

Signature Date: 2024-10-31 - 4:41:33 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-10-31 - 4:41:35 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-10-31 - 5:47:35 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-10-31 - 6:42:26 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2024-10-31 - 6:42:28 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-10-31 - 7:07:17 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-10-31 - 7:07:25 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-10-31 - 7:07:27 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-10-31 - 8:24:44 PM GMT - Time Source: server

 Agreement completed.

2024-10-31 - 8:24:44 PM GMT