



FIRE DEPARTMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the date of last signature below, 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, LP**, hereinafter referred to as "Global," as agent for the **EVERETT PUBLIC FACILITIES DISTRICT**, a Delaware limited partnership.

RECITALS

- A.** Global is under contract with the Everett Public Facilities District to manage and operate the Angel Of The Winds Arena at Everett Events Center (the "Arena").
- B.** During certain events at the Arena, Global would like to retain the services of the City's Fire Department Emergency Medical Services ("EMS").
- C.** The City is agreeable to allowing its Fire Department to provide these services subject to the provisions of this Agreement.

AGREEMENT

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

1. **Engagement of City's EMS Staff**. Global, as agent, hereby agrees to engage the City for purposes of providing emergency medical services pursuant to the provisions of this Agreement and the City hereby agrees to provide the services (hereafter referred to as "Work").
2. **Work**. The Work shall consist of the City's EMS employees being present at certain events to provide emergency medical services to those attending the event at the Arena. The number of personnel assigned to any event, the level of medical qualification, and any request for a staged ambulance will be mutually agreed to on an individual event basis by Global and the City's Fire Department Administration. If the Fire Chief and General Manager of the Arena cannot come to an agreement, the City may elect to not provide the services.
3. **Time of Beginning and Completion of Performance**. This Agreement shall commence as of the City Council approval and Mayor's signature and shall be completed by December 31, 2026, after which the completion date and this Agreement will automatically extend from year-to-year until December 31, 2035, unless this Agreement is earlier terminated under Section 5 below.
4. **Compensation**.
 - A.** The City shall be paid by Global for services rendered pursuant to this Agreement which are described herein. Such payment shall be full compensation for services rendered.
 - B.** The City Fire Department and Global will negotiate new hourly rates for each calendar year, which will be the hourly rate that Global will pay the City for each employee of the City's Fire Department assigned to an Arena events during that calendar year, plus any rates or other charges for equipment or vehicles. Each year, the new rate(s) will be memorialized in a rate agreement letter in the form attached as Exhibit A, which is the

rate agreement letter for calendar year 2026. If a new rate agreement letter is not signed by the parties before January 1, then the previous calendar year's rate agreement letter remains in effect until a new rate agreement letter is signed by the parties.

- C. Global shall pay the City for services rendered no more than thirty (30) days following billing by the City.
- D. If the City and Global have agreed that the City will provide services at an event and Global for any reason decides to cancel, then Global must provide notice of cancellation to the City no later than twenty-four hours before the event. If this twenty-four hour notice is not provided, then Global will pay the City as a cancellation fee an amount equal to two hours pay for each employee scheduled for the event. If the twenty-four hour notice is provided, then there is no cancellation fee.

5. **Termination of Contract.** Both parties reserve the right to terminate this Agreement at any time 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 effective ("Notice Date") upon the earlier of either actual receipt (whether by email, mail, delivery or other method reasonably calculated to be received by the other in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, the City shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for City's material breach, the City shall be paid or reimbursed for: (a) all hours worked up to the Notice Date, less all payments previously made; and (b) those hours worked after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the United States Mail to the address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide actual notice in a timely manner, such as electronic mail to the parties identified in Section 16. By this section, neither party waives, releases or foregoes any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.

6. **Changes.** Any time there is a change in the scope of the services of the City to be performed hereunder, any such change, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative and authorized representative of Global, (b) be explicitly identified as a Change Order/Addendum; and (c) become a part of this Agreement.

7. **Subletting/Assignment of Contracts.** This Agreement shall not be sublet or assigned in any manner without the prior written consent of the other party, except that this Agreement may be assumed directly by Everett Public Facilities District, the disclosed principal, or upon written notice to City, Global may assign this Agreement to any subsequent manager of the Arena so long as such assignee agrees to assume all obligations of Global hereunder.

8. **Indemnification.** To the extent of its negligence, intentional misconduct, material breach of this Agreement or violation of law, Global 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 reasonable 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 or relating to this Agreement. Provided that in the event of the concurrent negligence of the parties, Global's obligations hereunder shall apply only to the percentage of fault attributable to Global, its officers, employees or agents. Notwithstanding the foregoing, City agrees that all of its property in or on the Arena shall be used and/or stored in the Arena at the sole risk of the City, and City hereby waives and releases Global, Arena and the Everett Public Facilities District from any and all claims or costs related thereto to the fullest extent permitted by law.

9. **Independent Contractor / Public Duty Doctrine.**

It is further agreed by and between the parties that this Agreement shall not constitute nor create an employer-employee relationship. Furthermore, City personnel providing EMS services/Work hereunder shall remain employees or agents of the City and shall at all times operate under the City's command structure, protocols, and medical direction. Global shall have no authority to supervise, direct, or control the professional judgment or medical decisions of City personnel.

The purpose of this Agreement is to provide an administrative framework for the provision of City EMS services at the Arena. The City's performance of this Agreement is a governmental function of the City fully subject to the Washington public duty doctrine. Global waives any right it may have to assert that the City's performance of the Agreement falls under any exception to the public duty doctrine, including without limitation any exception based on (a) legislative intent, (b) failure-to-enforce, (c) rescue or (d) special relationship.

10. **Insurance.** To the extent the City maintains a program of self-insurance, evidence of such a program(s) shall be provided to Global prior to the start of the Work.

11. **Compliance with Federal, State and Local Laws.** Both parties shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the performance of Work hereunder.

12. **Waiver.** Any waiver by Global or the City of 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 or prevent either party from thereafter enforcing any such provisions.

13. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

14. **Modification of Agreement.** This Agreement may be modified as provided in Paragraph 6, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Global.

15. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

16. **Notices.**

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

Everett Fire Department
Attn: Fire Chief
2801 Oakes Avenue
Everett, WA 98201
(425) 257-8101
Email: DDemarco@everettwa.gov

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

Global Spectrum, L.P. d/b/a Oak View Group
Attn: General Manager
2000 Hewitt Avenue, Suite 200
Everett, WA 98201
(425) 322-2602
Email: OVG360Legal@oakviewgroup.com

17. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

[signatures on following page(s)]

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

**CITY OF EVERETT
WASHINGTON**

**GLOBAL SPECTRUM, LP, as agent on behalf of the
Everett Public Facilities District**



Cassie Franklin, Mayor



Signature: _____

Name of Signer: Corey Margolis

Title of Signer: General Manager

04/13/2026

Date

ATTEST



Office of the City Clerk

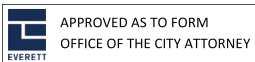


EXHIBIT A
2026 AGREED HOURLY RATE LETTER AGREEMENT

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

Re: *Agreed Hourly Rate(s) under Section 4 of the Fire Department Services Agreement Between the City of Everett and Global Spectrum, as agent on behalf of the Everett Public Facilities District (the "Agreement")*

Dear Mr. Margolis:

This letter confirms that, effective as of date of last signature below and until December 31, 2026, the rate(s) for Fire Department employee(s) and the rates/charges for vehicles and equipment under the Agreement are as follows:

Employee	Rate
EMT-B Certified Staff	\$80/hr
Paramedic Certified Staff	\$95/hr

Vehicle and equipment rates are drawn from the most current Washington State Wage and Equipment Rate Guide, and is inclusive of all equipment, fuel and other consumables associated with the vehicle/equipment. These fees will only apply when the vehicle/equipment is specifically requested by Global Spectrum.

Vehicle / Equipment	Rate/Charge
BLS Ambulance	\$2,533 daily or \$105.54 per hour.
ALS Ambulance	\$3,933 daily or \$163.88 per hour.

To confirm Global Spectrum's agreement to this rate letter, please sign below and return to me.

Sincerely,

Accepted by Global Spectrum, as agent:

Fire Chief
City of Everett

Name: Corey Margolis
Title: General Manager

EFD Services Agreement with Global Spectrum_4.8.2026_SD

Final Audit Report

2026-04-13

Created:	2026-04-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQMTgBLScOM2Nxw6EcJMxLZTJu3vwKXC8

"EFD Services Agreement with Global Spectrum_4.8.2026_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-09 - 8:40:01 PM GMT
-  Document emailed to Dave DeMarco (ddemarco@everettwa.gov) for approval
2026-04-09 - 8:40:37 PM GMT
-  Email viewed by Dave DeMarco (ddemarco@everettwa.gov)
2026-04-13 - 2:09:57 PM GMT
-  Document approved by Dave DeMarco (ddemarco@everettwa.gov)
Approval Date: 2026-04-13 - 2:10:16 PM GMT - Time Source: server
-  Document emailed to Corey Margolis (corey.margolis@oakviewgroup.com) for signature
2026-04-13 - 2:10:49 PM GMT
-  Email viewed by Corey Margolis (corey.margolis@oakviewgroup.com)
2026-04-13 - 5:04:01 PM GMT
-  Document e-signed by Corey Margolis (corey.margolis@oakviewgroup.com)
Signature Date: 2026-04-13 - 5:06:01 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-04-13 - 5:06:03 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-04-13 - 5:06:45 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2026-04-13 - 5:07:02 PM GMT - Time Source: server

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


2026-04-13 - 5:07:04 PM GMT

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

2026-04-13 - 7:29:03 PM GMT

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

Signature Date: 2026-04-13 - 7:29:15 PM GMT - Time Source: server

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

2026-04-13 - 7:29:17 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2026-04-13 - 7:30:31 PM GMT

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

Signature Date: 2026-04-13 - 7:30:46 PM GMT - Time Source: server

 Agreement completed.

2026-04-13 - 7:30:46 PM GMT