

FIRE DEPARTMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of January, 2014, 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.

WHEREAS, Global is under contract with the Everett Public Facilities District to manage and operate the Comcast Arena at Everett; and

WHEREAS, during certain events at the Comcast Arena at Everett, Global would like to retain the services of the City's Fire Department Emergency Medical Services ("EMS") and Fire Prevention Bureau ("FPB"); and

WHEREAS, City is agreeable to allowing its Fire Department to provide these services subject to the provisions of this Agreement;

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

1. **Engagement of City's EMS and FPB.** Global hereby agrees to engage the City for purposes of providing emergency medical services and fire prevention bureau 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 and FPB employees being present at certain events to provide emergency medical services to those attending the event at the Comcast Arena at Everett and/or fire prevention bureau services for events at the Comcast Arena at Everett. The number of personnel assigned to any event, the type of service (whether emergency medical services and/or fire prevention services) and the level of medical qualification (in the case of emergency medical services) will be mutually agreed to on an individual event basis by Global and the City's Fire Department Administration. Provided, the Fire Chief shall have the final authority to determine staffing and appropriate skill level in the event of a conflict.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of January 1, 2014 and shall be completed by December 31, 2014.
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. For 2014, the City shall be paid in the amount of Forty-six- and 61/100 Dollars (\$46.61) per hour for each employee of the City's Fire Department assigned to an event pursuant to this Agreement.

C. Global shall pay the City for services rendered no more than thirty (30) days following billing by the City.

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 fax, 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 fax. 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.

8. **Indemnification.** To the extent of its negligence, intentional misconduct, 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 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.

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.

The purpose of this Agreement is to provide an administrative framework for the provision of City EMS and FPB services at Comcast 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. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Global shall make available to the City for the City's examination all of Global's records and documents with respect to all matters covered by this Agreement and, furthermore, Global 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.

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:

City of Everett
Attn: Fire Chief
2930 Wetmore Ave Ste 7A
Everett, WA 98201
(425) 257-8101

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

Global Spectrum
Attn: General Manager
Comcast Arena at Everett
2000 Hewitt Avenue, Suite 200
Everett, WA 98201
(425) 322-2611

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

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

CITY OF EVERETT
WASHINGTON

By: Ray Stephanson
Ray Stephanson, Mayor

5-20-2014

Date

ATTEST:

Sharon Fuller
Sharon Fuller, City Clerk

Date: 5-20-2014

APPROVED AS TO FORM:

Jim Iles
Jim Iles, City Attorney

Date: 5/14/14

GLOBAL

SPECTRUM Global Spectrum, LP

By: Rick Comeau
Typed/Printed Name: RICK COMEAU

Its
Date: APRIL 18 2014

