

# **City of Scottsbluff, Nebraska**

**Monday, August 17, 2020**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on the Agreement between the City of Scottsbluff and Pilgrim Productions, LLC and authorize the Mayor to sign the Agreement.**

**Staff Contact: Kevin Spencer, Police Chief**

# Agenda Statement

Item No. \_\_\_\_\_

For meeting of: August 17, 2020

**AGENDA TITLE:** Agreement between the City of Scottsbluff and Pilgrim Productions LLC

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Police Department

**PRESENTATION BY:** Kevin Spencer, Chief of Police

**SUMMARY EXPLANATION:** The Scottsbluff Police Department has been asked to assist the Scotts Bluff County Sheriff's Office and the Gering Police Department in providing security to Pilgrim Media Group/Pilgrim Operations, LLC, during the filming of their reality-based television show. The agreement is included for review and consideration.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

EXHIBITS				
Resolution	Ordinance	Contract	Minutes	
		Plan/Map		
Other (specify)	<u>Agreement</u>			

**NOTIFICATION LIST:** Yes      No      Further Instructions

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

Rev 2/6/07Cclerk  
Master Agenda 2/6/07

## AGREEMENT TO PROVIDE SECURITY SERVICES

This Agreement to Provide Security Services ("Agreement") is entered on August \_\_, 2020 between the City of Scottsbluff, Nebraska, a Municipal Corporation, 2525 Circle Drive, Scottsbluff, Nebraska 69361 ("City") and Pilgrim Productions, LLC, a California limited liability company ("Pilgrim") 12020 Chandler Blvd, Ste. 200, North Hollywood, CA 91607, 818-478-4500, as follows:

Regular Police Officer(s) of the City may be contracted through the Scottsbluff Police Department as needed and available for maintaining the law and order including traffic control and security functions The City, by its Mayor and City Council, now resolves:

1. **Labor:** The rate charged at the averaged overtime rate by the City will be the rate of Sixty Dollars (\$60.00) per hour for Police Officers which shall be paid to the City by Pilgrim.
2. **Equipment:** Equipment costs per Police Officer, which includes a police motor vehicle, is an additional charge of Fifteen Dollars per hour (\$15.00).
3. **Status:** Pilgrim and the City agree the Police Officer(s) so contracted will be acting in the capacity as a Police Officer, subject to the Rules and Regulations of the Scottsbluff Police Department. It is further agreed the Police Officer(s) are not employees of Pilgrim.

Billing shall be itemized as shown on Attachment No. 1, which is incorporated by this reference.

Billings shall be submitted by e-mail to Paula Leung at [pleung@pilgrimmediagroup.com](mailto:pleung@pilgrimmediagroup.com) on a monthly basis and shall be paid within thirty (30) days of submission. Any collection costs, court costs and reasonable attorney's fees of the City due to nonpayment or slow payment by Pilgrim shall be paid by Pilgrim.

The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Nebraska, without regard to conflicts of law principles. The Courts of the State of Nebraska shall have jurisdiction over this Agreement and the parties. The venue shall be the twelfth Judicial District, Scotts Bluff County, Nebraska.

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

[SIGNATURE PAGE FOR AGREEMENT TO PROVIDE SECURITY SERVICES]

ATTEST

City of Scottsbluff, Nebraska  
a Municipal Corporation

\_\_\_\_\_  
Kimberley Wright, City Clerk

\_\_\_\_\_  
Raymond Gonzales, Mayor

Pilgrim LLC, a California limited liability company

BY \_\_\_\_\_

Authorized Member

Printed Name: \_\_\_\_\_

## ATTACHMENT NO. 1

### SERVICES PROVIDED

[illegible]