

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/24/14

AGENDA ITEM: Professional Services Agreement between City of Marysville and Greater Marysville Tulalip Chamber of Commerce	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: 1. Tourism Promotion Services Agreement for Visitor Information Center 2. Chamber Services Agreement	
BUDGET CODE:	AMOUNT: \$40,000

SUMMARY:

The City of Marysville proposes to fund tourism promotion through a contract for the Greater Marysville Area Chamber of Commerce (“Chamber”) to operate a visitor information center (“VIC”). The tourism services agreement will be funded by Hotel Motel funds in the amount of \$20,000, as recommended by the committee and approved by Council in November 2013.

A second agreement is proposed with the Chamber to provide general support of economic development and area promotional services. The agreement provides for \$20,000 from the City for these services.

RECOMMENDED ACTION:
Approve proposed professional services agreements.

TOURISM PROMOTION SERVICES AGREEMENT

The City of Marysville (“City”) and The Greater Marysville Tulalip Chamber of Commerce a Washington Non-profit Corporation, referred to collectively as the “Parties,” enter into the following Agreement for Tourism Promotion services:

I. Scope: The Greater Marysville Tulalip Chamber of Commerce shall provide tourism promotion services for the City as outlined in the 2013/2014 Hotel/Motel Grant Application. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until 12/31/2014 unless terminated earlier pursuant to Section VII of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay The Greater Marysville Tulalip Chamber of Commerce the awarded amount not to exceed \$20,000.00 for Tourism Promotion services as outlined in Hotel/Motel Grant Application. If Hotel/Motel Tax reimbursement receipts total less than the awarded amount, funding will be decreased by that amount. Reimbursement **must** be requested no later than term date indicated in section II in order to be eligible for Compensation. The Greater Marysville Tulalip Chamber of Commerce shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Greater Marysville Tulalip Chamber of Commerce represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Greater Marysville Tulalip Chamber of Commerce and its personnel are independent contractors and not employees of the City. The Greater Marysville Tulalip Chamber of Commerce and its personnel have no authority to bind the City or to control the City’s employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants. The Greater Marysville Tulalip Chamber of Commerce will be solely and entirely responsible for its acts and for the acts of agents, employees, representatives and sub-consultants during the performance of this Agreement.

The Greater Marysville Tulalip Chamber of Commerce is responsible for its own management. The City’s administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over The Greater Marysville Tulalip Chamber of Commerce or its personnel.

V. Indemnification: The Greater Marysville Tulalip Chamber of Commerce shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

VI. General Conditions:

The Greater Marysville Tulalip Chamber of Commerce

Page 1 of 6

A. Reports and Information: The Greater Marysville Tulalip Chamber of Commerce shall furnish reports and documents on matters covered by this Agreement. The reports and documents shall be furnished with request for reimbursement and in the format indicated in the attached scope of work. **Such reports and documents shall include: list of festivals and special events with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.** The Greater Marysville Tulalip Chamber of Commerce shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

B. Modification: This Agreement may only be modified by written instrument signed by both Parties.

C. Compliance with Laws: The Greater Marysville Tulalip Chamber of Commerce shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

VII. Termination: This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services The Greater Marysville Tulalip Chamber of Commerce is providing to the City as of the effective date of termination.

VIII. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MARYSVILLE

The Greater Marysville Tulalip Chamber of Commerce

By: _____

Mayor Jon Nehring

Caldie Rogers

Date: _____

Title: President/CEO

Date: _____

The above-named person hereby certifies that he/she is authorized to execute this agreement on behalf of the above referenced non-profit corporation.

Attest:

Deputy City Clerk

Approved as to form:

Marysville City Attorney

ATTACHMENT A

VISITOR INFORMATION CENTER

SCOPE OF WORK

The goal of the Visitor Information Center (VIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week beginning Memorial Day.

A summary of contacts and services rendered will be tracked and reported along with request for reimbursement, at least quarterly, in writing to the City's project manager. The report will demonstrate compliance with each item listed under the scope of work.

The Chamber's scope of work regarding the Visitor Information Center will include:

1. Organize, train, and coordinate an ongoing volunteers to provide services necessary to comply with the contract deliverables;
2. Plan and direct the activities of the VIC including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas, including such as items as promotional videos in the VIC;
3. Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
4. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties;
5. Plan and coordinate as necessary to comply with the Hotel/Motel Grant Application and the associated Exhibit A (Lodging Tax Report Form) of Attachment C.

ATTACHMENT B

CITY OF MARYSVILLE HOTEL/MOTEL GRANT APPLICATION



City of Marysville
Hotel/Motel Grant Application

RECEIVED

OCT 11 2013

CITY OF MARYSVILLE EXECUTIVE DEPARTMENT

Date of Application: October 7, 2013

Name of Organization: City of Marysville

Contact Person: Sandy Langdon, Finance Director/City Clerk

Mailing Address: 1049 State Avenue

City, State, Zip Code: Marysville, WA 98270

Email address : slangdon@marysvillewa.gov

Telephone Number: 360-363-8017 (Home) (Work) (Fax)

Name of Project: City of Marysville 2014 Visitor/Tourism Support

Date of Event : Services for the 2014 calendar year

Co-Sponsors, if any: The Greater Marysville Tulalip Chamber of Commerce Name of Organization

Caldie Rogers, President/CEO Contact Person

8825 34th Avenue NE, Suite C, Marysville, WA, 98271 Address

360-659-7700 Telephone Number

Name of Organization

Contact Person

Address

Telephone Number

City of Marysville * 1049 State Ave * Marysville WA 98270

APPLICATION MUST BE SINGLE SIDED ONLY

Please attach: One (1) formal letters of commitment for each co-sponsor and two (2) copies of minutes reflecting organizational support and matching commitment, charter, and/or by-laws.

1. Does your organization maintain non-profit status with the State of Washington: N/A-Government
 - a) If yes, please attach current State of Washington non-profit status.
 - b) What is your Tax Identification Number: 91-6001459

2. Give a brief description of your organization: The City of Marysville is a government beginning in 1872 as a saw mill and trading post and incorporated as a town in 1891 by James Comeford with Mark Swinnerton as Marysville's first elected Mayor. The City of Marysville provides public safety, transportation and general services to over 61,000 citizens, a flux of visitor, and business allowing them to prosper. During the Roaring Twenties, the City earned the nickname "The Strawberry City" in recognition of the area's overabundance of the sweet, fruity berries, which are celebrated – and eaten – annually in June with the Strawberry Festival and Grand Parade. The Strawberry Festival in 2014 will be the 83rd year of the city's largest visitor draw.

3. Describe in detail the project for which funding is being requested. Include scope of work, duration of project, and expected timeline to be followed: The City of Marysville realizes that marketing the City's attributes and events such as Strawberry Festival and Homegrown promotes visitors and residents activity that ultimately supports Marysville businesses. The project is to contract with The Greater Marysville Tulalip Chamber of Commerce (The Chamber) to provide visitor and tourism services for the City of Marysville. The Chamber's established and convenient location adjacent to I-5 currently caters to visitor needs. The Chamber will assist with the maintenance and distribution of literature and materials to keep visitors aware of the Chambers location and services. The project will also collect and display tourism and recreational promotional videos as well as keep the resource library of community information and businesses up-to-date, allowing for quick visitor reference. The majority of the funding will be used towards staff wages and copy fees.

4. Describe how the project will promote tourism in Marysville and/or how the project meets the expectations of RCW 67.28.1816: The project will promote tourism by providing a convenient visitor source for activities, restaurant, lodging, and business information. The promotional videos inspire

visitors to participate in the many City attributes as well as a return visit for festivals. Hundreds of resource databases are maintained to assist visitors. It is estimated that over 20,000 visits occur at the Chamber's location, as well as telephone calls and e-mail requests. Last year the staff responded to over 850,000 inquires. The Chamber is staffed by paid and volunteer personnel to provide visitor services during the most convenient times. The advantage of local volunteers and personnel is their knowledge of the area to provide tailor designed directions and recommendations for each visitor and their family.

RCW 67.28.1816 specifically allows for lodging tax revenue to be used by a local jurisdiction (City of Marysville, indirectly through a visitor's bureau or destination marketing organization (The Greater Marysville Tulalip Chamber of Commerce)

- 5. What is the total cost of the project: \$40,000
(Attach a detailed budget for the project)
 - a) Amount of funding requested: \$40,000
 - b) Balance of the project cost: _____

- 6. What will be the funding source for the balance: General government revenue such as property taxes.

- 7. When will the funds for the balance of the project become available: Funds will be available after the first of the 2014 year.

- 8. List any other organizations that are cooperating with this proposals: The Greater Marysville Tulalip Chamber of Commerce

- 9. Please submit up to three letters of endorsement including writer's relationship with the project proponent and briefly stating his or her reasons for supporting the project.

- 10. Tourism participation estimates:
 - a) The estimated number of tourists, staying overnight in paid accommodations away from their place of residence or business: Currently approximately 23,000 visit the Chamber during the year, it is estimated that approximately 5% stay overnight in paid accommodations.
 - 1. Describe the estimate methodology used: _____

Methodology of estimate and measurement will be asking and/or surveying visitors.

b) The estimated number of persons staying overnight in unpaid accommodations and traveling more than 50 miles: Currently approximately 23,000 visit the Chamber during the year, it is estimated that approximately 5% stay overnight in paid accommodations.

1. Describe the estimate methodology used: Methodology of estimate and measurement will be asking and/or surveying visitors.

c) The estimated number of persons staying for the day only and traveling more than 50 miles: 5,750 (23,000 X 25%)

1. Describe the estimate methodology used Methodology of estimate and measurement will be asking and/or surveying visitors.

d) The estimated number of persons traveling from out-of-state: 5,750 (23,000 X 25%)

1. Describe the estimate methodology used Methodology of estimate and measurement will be asking and/or surveying visitors.

Please be prepared to provide the City with a final estimated number after the festival, special event, or tourism-related facility owned or sponsored by non-profit organizations or local jurisdiction as described in exhibit A.

Fully complete the application. Incomplete applications maybe dismissed as a candidate to receive funding.

Return application to the Marysville Executive office at 1049 State Ave, Marysville WA 98270.



THE Voice and Resource For Business

October 10, 2013

Marysville City Council
City of Marysville
1049 State Avenue
Marysville, WA 98270

Dear City Council,

Please accept our letter of support for the funding submitted by The Greater Marysville Tulalip Chamber of Commerce. The grant request is for the development of a new dynamic website expanding the in depth scope and promotion of all our community offers.

There is no question that The Marysville Tulalip Chamber of Commerce and Visitor Information Center is the first place people turn to when relocating or looking for festivals and shopping experiences. The Chamber is committed to providing the most current information available about local businesses featuring the heart of our communities, park programs and downtown festivals. Their services generates an abundance of positive, visible publicity helping to further market and promote the Marysville Tulalip area as a tourist, visitor, and business destination. Our goal is to provide world class standards of excellence to our area visitors in a manner that elicits their return both as travelers and as potential individuals, families, or business relocations.

Last year the Chamber responded to over 65,000 inquiries and 1,400 walk-ins a month. There is no better investment made by the City of Marysville than to provide the hotel/motel funding needed to expand the promotion of the greater Marysville Tulalip area.

We appreciate the support of the Council and the City of Marysville in facilitating this transfer of funding based on the service the Greater Marysville Tulalip Chamber of Commerce and Regional Visitor Information Center provides to our community and its guests.

Sincerely,

Caldie Rogers
President/CEO

The Greater Marysville Tulalip Chamber of Commerce

www.marysvilletulalipchamber.com

8825 34th Ave NE, Suite C ♦ Tulalip, Washington 98271 ♦ Phone (360) 659-7700 ♦ Fax (360) 653-7539



Parks and Recreation

6915 Armar Road
Marysville, Washington 98270
Phone (360) 363-8400
Fax (360) 651-5089
ci.marysville.wa.us

October 7, 2013

City of Marysville
Hotel Motel Committee
14049 State Ave
Marysville, WA 98270

The role of the Greater Marysville Tulalip Chamber Visitor Information Center is to provide comprehensive information about all services related to those visiting Marysville. The Visitor Information Center or V.I.C., gathers information on the basis of standards it has set and produces a comprehensive databank of travel activity in the greater Snohomish County and Marysville area. It also provides the public with information stored in the databank in all available formats.

The main role of the V.I.C. is to create a positive experience for tourists by providing them with high level of assistance and service and by giving visitors all the necessary information that they need.

Our visitor services have been supported by several key partnerships which represent many local businesses including retail, personal services and special events held within the community. The Marysville V.I.C. has a well established identity to thousands of visitors traveling the I-5 corridor and distributes current information that has been appreciated annually. The City offers a comprehensive schedule of events and opportunities available to both residents and visitors alike and we rely on the volunteers and staff members of the Visitor Information Center to both publish programs and or give directions to those visiting us for the first time.

I support the funding of the Visitor Information Center at appropriate levels so they can continue to provide the level of service we have enjoyed for many years.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Ballew", is written over a large, stylized blue circular graphic element.

Jim Ballew- Director of Parks and Recreation



Marysville Historical Society

P.O. Box 41 – 1508-B Third Street

Marysville, WA 98270

www.marysvillehistory.org

Phone: 360-659-3090 Fax: 360-659-0725

October 10, 2013

Marysville City Council
1049 State Ave.
Marysville, WA 98270

Subject: Support for the joint City/Chamber of Commerce 2014 Visitor Tourism Project

Dear Council Members:

The Marysville Historical Society strongly supports the City of Marysville and the Greater Marysville Tulalip Chamber in their efforts to promote tourism to our area. The service they provide keeps the greater Marysville area before the traveling public like nothing else can. Our Temporary Museum on Third Street receives many visitors who mention the Visitor information Center as their source of information. We want that to continue, more especially as we open our new Museum in Late 2014.

The Chamber's leadership in the "Buy Local" campaign has had a very positive effect on local business. We want to support all efforts to improve business and to increase tourism to our area. We ask the Council to please look favorably on this request.

Sincerely,

Kenneth M Cage, President

ATTACHMENT C

Exhibit A

INSTRUCTIONS FOR FILLING OUT THE LODGING TAX REPORT FORM

If you have used or received lodging tax funds to support an event, festival or tourism facility, please provide the following information:

Estimated number of tourists attending each event or tourism facility

Estimated number of persons traveling over 50 miles to the destination and number of persons staying at the destination overnight as a result of the event or tourism facility

Estimated room nights generated by the event, festival or tourism-related facility owned or sponsored by a non-profit organization or local jurisdiction

Any other data that demonstrates the impact of the increased tourism attributable to the festival, event or tourism-related facility.

The attached form should be used to report this information. In the case of a special event or festival, fill out the form after the event is over. Use a separate line in the form for each event. For a tourism-related facility owned by a non-profit organization or owned or sponsored by a local jurisdiction, fill out the report after the end of the calendar year in which the facility operated, providing information that covers the entire year.

We suggest you use the worksheet below to provide a description of the methodology used to determine number of tourists, lodging stays, visitors traveling to the event, festival or using the tourism-related facility, or other data as appropriate.

Event or Tourism Facility Lodging Tax Expenditure Report Worksheet

Festivals, special events and tourism-related facilities owned by

Local Jurisdictions or Non-profit Organizations

Official Report Form is due: _____

1. Organization: _____

2. This report covers:

Event Name: _____

Date: _____

Tourism Facility: _____

Dates: _____

3. Total Lodging Tax funds allocated to this event or facility \$ _____

4. Estimated total event attendance or user count for the facility: _____

Describe methodology used to determine this figure

5. Estimated percentage of total attendance for event or facility by (list separately) 1) tourists;

2) people who traveled more than 50 miles; or 3) people who stayed overnight:

1. Tourists _____ %

2. Traveled _____ %

3. Overnight _____ %

Describe methodology used to determine this figure

6. Estimated total room nights generated:

Describe methodology used to determine this figure

7. Any other information that demonstrates the impacts of the festival, event or tourism-related facility owned by a non-profit organization or local jurisdiction (please describe):

Submitted by: _____

E-mail or phone number: _____

Date: _____

CHAMBER
SERVICES AGREEMENT

THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE
& CITY OF MARYSVILLE

The CITY OF MARYSVILLE, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, a Washington nonprofit corporation with offices located at 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement provides for funding of economic development services between The Greater Marysville Tulalip Chamber of Commerce and the City of Marysville.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2014 to December 31, 2014 both dates inclusive. It is the intent of the parties for the effect of this Agreement to be retroactive to January 1, 2014.
- III. **LIAISON:** The City's Project Manager responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor's responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit "A" attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$20,000.00 per year by the City payable quarterly upon acceptance by the City and compliance with scope of work deliverables. In the event any deliverable is not timely provided or accepted by the City in its reasonable discretion, the City may withhold payment until all deficiencies are corrected by the Contractor. In the event any deficiency is not corrected within thirty (30) days from the City giving written notice to the Contractor, the City may also elect in its sole discretion to terminate this Agreement and shall be relieved of any remaining payment hereunder.
- VI. **INDEMNITY AND INSURANCE:** The Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against all claims, suits, costs, fees and liability (including cost of defense) arising out of the acts or omissions of Contractor, its employees, subcontractors, or agents (including field work) arising out of or resulting from Contractor's performance of this Agreement.
Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form Comprehensive General Liability	\$1,000,000
C. Automobile Liability	\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

- VII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.
- VIII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
- IX. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2014, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

President/CEO

EXECUTED, this the _____ day of _____, 2014, for the
CITY OF MARYSVILLE:

Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

EXHIBIT A

CHAMBER SERVICES AGREEMENT

SCOPE OF WORK

The goal of the Chamber Services Agreement (CSA) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place for business, and culture with a focus on enhancing the visibility and growth of businesses within the Marysville community; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

The Chamber's scope of work will include:

1. Develop cooperative relations with local and statewide chambers of commerce, regional economic development associations such as Economic Alliance of Snohomish County, local community service organizations, other regional visitor information centers, Snohomish County Tourism Bureau, and other organizations, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
2. Direct businesses seeking relocation within the Marysville city limits to the City's Community Development Director.
3. Provide a quarterly written report to the City's Project Manager documenting businesses seeking location and/or relocation to the region.
4. Provide a quarterly business directory to the City's Project Manager of current Marysville Tulalip Chamber of Commerce members and contact information.
5. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.
6. Attend a City Council or City Council subcommittee meeting, such as the Economic Development Committee, to provide an annual review of Chamber business development and economic development activities. This meeting will be scheduled prior to October 31, 2014.