

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 23, 2015

AGENDA ITEM: Consider an Inter Local Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study	
PREPARED BY: Jon Walker/Dave Koenig	DIRECTOR APPROVAL:
DEPARTMENT: Legal/Community Development	
ATTACHMENTS: Proposed Inter Local Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The cities of Arlington and Marysville have been working together to have the Arlington-Marysville Manufacturing Industrial Center (MIC) designated by the Puget Sound Regional Council as a regional Manufacturing Industrial Center. A part of the process is to have a market study completed for the area. Arlington and Marysville jointly issued a Request for Proposals and will be recommending Community Attributes, Inc. to do this work. The purpose of the Inter Local Agreement is to keep the process simple and to put in writing the 50/50 split for the cost of the \$30,000.00 study. Marysville will contract with Community Attributes, Inc and pay the bills. Arlington and Marysville will jointly work with the consultant to accomplish the market study.

RECOMMENDED ACTION: Staff recommends the Mayor sign the Inter Local Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study

AGREEMENT BETWEEN THE CITY OF ARLINGTON AND THE CITY OF MARYSVILLE
REGARDING CONSULTANT SERVICES FOR AN ARLINGTON-MARYSVILLE
MANUFACTURING INDUSTRIAL CENTER MARKET STUDY

WHEREAS, the cities of Arlington and Marysville have adjacent manufacturing and industrial areas which the Puget Sound Regional Council has recognized as a joint regional industrial center; and

WHEREAS, the cities worked cooperatively to create an Arlington - Marysville Manufacturing Industrial Center (AMMIC) in the future; and

WHEREAS, the AMMIC is recognized by Snohomish County and the Snohomish County Tomorrow cooperative countywide planning group; and

WHEREAS, the Puget Sound Regional Council is working on an evaluation of the regional centers framework; and

WHEREAS, the cities worked jointly to hire a consultant who will develop a market study which will help in the application process to designate the Manufacturing Industrial Center; and

WHEREAS, a jointly developed Request for Proposals was advertised for the consulting services; and

WHEREAS, the cities agreed that the contract should be awarded to Community Attributes, Inc (CAI); and

WHEREAS, to ease administering a contract with the consultant the cities agreed to split the cost of the consultant equally and have the City of Marysville act as the contracting agency; and

WHEREAS, this agreement is necessary to allocate the costs associated with hiring CAI and to outline the commitment to work together;

NOW THEREFORE,

PURPOSE

The purpose of this agreement is explained in the recitals, which are adopted as part of this agreement.

SCOPE OF AGREEMENT

Marysville will enter into an agreement with CAI to perform the services offered in CAI's response to the RFP. Marysville will administer the agreement with CAI, including making payments to CAI. The agreement with CAI shall provide that CAI will provide any written or physical work product to both cities. Both cities shall have direct access to CAI for the purposes of this agreement. The parties will work cooperatively with CAI as it performs its work.

Each party to this agreement shall pay \$15,000.00 which is one-half of the cost of the contract with CAI. Arlington shall pay its share directly to the City of Marysville on or before February 15, 2016.

NO SEPARATE ENTITY

No separate entity is created by this agreement. The Marysville Director of Community Development and the Arlington Director of Community and Economic Development shall be responsible for carrying out this joint undertaking.

JOINT PROPERTY

No real or personal property will be acquired, held, or disposed of except for the work product and materials created by CAI and at least one copy of those materials will be provided to each party to this agreement.

DURATION

This agreement will terminate upon the later of the payment of \$15,000.00 by Arlington to Marysville or the provision of all materials and work product from CAI, whichever is later.

FINANCE

The total budget for this undertaking is \$30,000.00, of which each party will pay one-half.

HOLD HARMLESS

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

TERMINATION

This Agreement may be terminated by either party upon 60 days written notice. The terminating party shall be responsible for a proportional share of the costs incurred by CAI at the time of termination.

DATE: _____

DATE: _____

MAYOR JON NEHRING
MARYSVILLE

MAYOR BARBARA TOLBERT
ARLINGTON

Attest:

April O'Brien
Deputy Clerk

Approved as to form:

Jon Walker, City Attorney

Attest:

Clerk

Approved as to form:

Steven J. Peiffle, City Attorney