

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2015

AGENDA ITEM: Marysville Strawberry Festival Master Permit Agreement	
PREPARED BY: Jim Ballew	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Master Permit Agreement and 2015 Strawberry Festival Proposal	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City published a Request for Proposal seeking interest in presenting the annual Strawberry Festival. One proposal was received from Maryfest Inc, to host and present the annual festival from June 13, 2015 to June 21, 2015. The Grand Parade will be held on Saturday June 20, 2015.

City department representatives have reviewed the proposal and recommend approval of the schedule and supporting assistance with Maryfest Inc. to present the Strawberry Festival schedule for the community.

RECOMMENDED ACTION: Staff recommends that the City Council consider authorizing the Mayor to sign the Master Permit Agreement with Maryfest Inc. to present the 2015 Strawberry Festival as proposed.

**CITY OF MARYSVILLE
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT
ISSUED TO**

MARYFEST INCORPORATED

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on _____, 2015; and

THEREFORE, the Master Permit is issued with the following terms and conditions.

1. TERM

- A. Annual Proposal/Permit Period for _____ through _____, 2015.
Festival Proposal for 2015 is attached as Exhibit B.

2. APPLICANT/SPONSORING AGENCY

Festival Sponsor/Sponsoring Agency: MARYFEST INCORPORATED
Business Address: _____
Business Telephone: _____
Business Fax: _____
Email: _____
Tax Identification: _____

Sponsoring Agency Official(s) of Record:

Name _____ Title _____
Telephone: _____
Cell Number: _____

Name _____ Title _____
Telephone: _____
Cell Number: _____

Name _____ Title _____
Telephone: _____
Cell Number: _____

3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.

A. Annual Permit Fees and Conditions

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated will be in the amount of \$500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

B. Festival Sponsor Responsibility - Indemnification

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

C. Insurance Coverage(s)

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period

not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest Inc.'s maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest Inc to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest Inc. shall provide a certificate of insurance evidencing:

Minimum Scope of Insurance

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest Inc.'s Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Other Insurance Required – As Applicable

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest Inc. shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Maryfest Inc.'s insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Maryfest Inc.'s insurance and shall not contribute with it.

Notice of 2. Cancellation of Insurance.

In the event that Maryfest Inc receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Maryfest Inc. shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

D. Independent Contractor

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

Any and all employees of Maryfest, while engaged in the performance of any work or services required by Maryfest under this Agreement, shall be considered employees of Maryfest only and not the City of Marysville, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees of Maryfest, made by a third party as a consequence of any negligent act or omission the part of Maryfest's employees while so engaged in any of the work or services required to be rendered herein, shall be the sole obligation and responsibility of Maryfest.

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act and other legislations affecting its employees and the rules and shall save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes , fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest Inc. and as to all duties, activities and requirements by Maryfest Inc. in performance of the work under this Agreement and Maryfest Inc. shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

E. Non Discrimination

Maryfest Inc. nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

F. Annual Festival Events and Activities

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1st of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

G. Use of Public Property

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

H. Vendor Facilities and Structures

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

I. Risk Management Plan

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies

and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

J. Special Conditions

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

K. 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, and the remainder of the Agreement shall remain in full force and effect.

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

Date this ____ day of _____, 201 ____.

THE CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
JON WALKER, City Attorney

By _____
City Clerk

MARYFEST INCORPORATED

By _____
PRESIDENT

Special Conditions Exhibit A

1. The Festival Sponsor may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of the Festival Sponsor at the Sponsors expense.
3. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.
4. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsor's operating board or Board of Directors to maintain open and current communications of all planned activities. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than April 15th of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates.

5. If the Sponsoring Festival Organization hosts a public golf tournament event, first consideration is to host the tournament on the City's Cedarcrest Golf Course.

6. Beer Garden:
If the Festival Applicant hosts or allows any vendor to operate a Beer Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within _____(time period) prior to the event.

EXHIBIT B
ANNUAL STRAWBERRY FESTIVAL PROPOSAL/PERMIT



**REQUEST FOR PROPOSALS
ANNUAL STRAWBERRY FESTIVAL SPONSOR
CITY OF MARYSVILLE, WASHINGTON
March 28, 2015**

Notice is hereby given that Request for Proposals shall be accepted by the City Clerk at Marysville City hall, 1049 State Avenue, Marysville, WA, 98270 until 4:00 p.m., Tuesday, April 14, 2015 local time, on The City will not consider submittals received after this time. Submittals shall be received in a sealed envelope labeled with the Interested Person or Organization and project title.

The City of Marysville is accepting proposals from organizations wishing to sponsor the annual Strawberry Festival. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experience of the sponsor, and all insurance and indemnification provisions which it is able to offer to the city.

The City will consider duly filed proposals on the basis of the experience and qualifications of the sponsor, the merits of the festival proposal, and the public benefits arising from the same.

Additional information may be obtained by contacting the City Clerks' office at 360-363-8000 or CityClerk@marysvillewa.gov.

The City of Marysville reserves the right to reject any and all proposals and waive any immaterial irregularities or informalities in the proposal process. The City further reserves the right to make the proposal award as deemed in the best interest of the City.

April O'Brien, Deputy City Clerk
City of Marysville

First Publication: Marysville Globe on March 28, 2015
Second Publication: Marysville Globe on April 4, 2015