

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 6/8/15**

<b>AGENDA ITEM:</b> Professional Services Agreement between City of Marysville and Greater Marysville Tulalip Chamber of Commerce	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> 1. Chamber Services Agreement 2015	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$20,000

**SUMMARY:**

The Council approved a proposal to fund the Marysville Tulalip Chamber of Commerce grant request (reduced) of \$20,000. The Chamber will be using the funds for a website update and hiring of an intern to work on the website improvements. The Council identified the need to include performance measures to evaluate the value provided by the City grant.

**RECOMMENDED ACTION:**

Approve and authorize the Mayor to sign the attached Chamber Services Agreement.

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 34<sup>th</sup> 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 June 10, 2015 to September 30, 2015.
- III. LIAISON: The City's Project Manager responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor's responsible person is Jessica Stickles, 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 by the City upon execution of this Agreement.
- 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 \_\_\_\_\_, 2015, for the Contractor,  
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

\_\_\_\_\_  
President/CEO

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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. Update of the current Chamber of Commerce website. The website improvements will be conducted with the current website provider, Chamber Master. The improvements will include an updated Member Directory and updated pages. The website will be "responsive", allowing it to be viewed on any device, tablet or phone.
2. Hiring of a Communications Coordinator Intern to assist with website re-development and development of additional public outreach and marketing materials.
3. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.
4. Provide a report identifying before/after measures to assess grant performance including: Chamber membership in June and September 2015; website analytics report benchmarking before/after website upgrade including unique website hits, popular search queries, and other measures of website performance; BBH attendance in June and September 2015; page as well as any other measurements that the Chamber may deem appropriate to gauge grant performance.
5. Attend a City Council or City Council subcommittee meeting, such as the Economic Development Committee, to provide an review of activities and performance for the Chamber Services grant.