


CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Memorandum of Understanding – City of Marysville and Port of Everett	AGENDA SECTION: New Business	
PREPARED BY: Jeff Thomas, Community Development Director	APPROVED BY: 	
ATTACHMENT: 1. Memorandum of Understanding		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Port of Everett (POE) has expressed an interest in entering into a Memorandum of Understanding (MOU) with the City of Marysville to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general. POE has expressed a similar interest to the City of Arlington and anticipates entering into a MOU with that city by the end of 2019.

The MOU proposes the jurisdictions collaborate and strategize in key economic development areas including implementation of the CIC, evaluation of partnership opportunities in key growth industries as well as evaluation of POE boundary expansion to the CIC. The MOU is non-binding and would be effective until August 31, 2021 unless terminated earlier by one of the parties.

Without a MOU or any other agreement in place to date, the POE has been an active participant in the promotion of the CIC, the recruitment of potential employers to the CIC and an advocate for economic development in Marysville. The MOU will assist in formalizing these ongoing collaborative interests and efforts with the POE while serving as a foundation to explore other partnerships and opportunities in the future.

RECOMMENDED ACTION:

Authorize the Mayor to sign the Memorandum of Understanding.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Memorandum of Understanding to enter into agreement with the Port of Everett to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center and the City in general.

COUNCIL ACTION:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“*Memorandum*”) is made as of _____, 2019 by the undersigned parties (each a “*Party*” and together the “*Parties*”).

WHEREAS, City of Marysville, a Washington municipal corporation (the “*City*”), and Port of Everett, a Washington port district (the “*POE*”) work together and have ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general; and

WHEREAS, this Memorandum expresses the intention of the Parties to continue to work together to formalize these ongoing collaborative interests and efforts as well as explore other partnerships and opportunities in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties will work together on collaborative interests and efforts including:
 - (a) Implementation of the CIC through supporting employer recruitment to the Cascade Industrial Center including assessment, financial consulting, and outreach;
 - (b) Evaluation of entering into a partnership agreement or lease regarding the CIC for job development;
 - (c) Evaluation of partnership opportunities in key growth industries including partnership with Washington State University to establish an incubator for the food processing and seafood industries and a partnership to establish a center of excellence in robotics and/or other advanced technology industries;
 - (d) Evaluation of expanding the boundary of the POE’s district to include all or portions of the CIC; and
 - (e) Consideration of other interests and efforts deemed to provide economic development benefits to the City, the POE and Snohomish County.
2. This Memorandum shall be effective until August 31, 2021 unless sooner terminated as provided below in Section 4.
3. Neither Party will be obligated to incur any third-party costs and liabilities in performing the activities anticipated under this Memorandum. Both Parties shall incur all costs and liabilities of their own employees. The Memorandum is not intended to create any third-party benefit unless specifically agreed to in writing by the Parties.
4. Either Party may terminate this Memorandum prior to the expiration date by providing written notice to the other Party.

5. The terms as outlined herein are agreed to by both parties. This Memorandum is non-binding.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

Port of Everett,
a Washington port district

By: _____
Name: _____
Title: _____

City of Marysville,
a Washington municipal corporation

By: _____
Name: Jon Nehring
Title: Mayor _____