

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** C-6

**DATE:** February 14, 2007

**SUBJECT:** Contract with Sky Valley Chamber - Maintain Sidewalks and Adjacent Areas in and around Main Street

**CONTACT PERSON:** City Administrator, Deborah Knight *D. Knight*

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**ISSUE**

The issue before the City Council is to authorize the Mayor to negotiate a contract with the Sky Valley Chamber to maintain sidewalks and adjacent areas in and around Main Street between Fifth Street and First Street at least **once each** week.

**SUMMARY**

The City currently pays Dave Hellman \$300.00 per month to maintain sidewalks and adjacent areas in and around Main Street between Fifth Street and First Street. The City does not have a contract with Mr. Hellman and he is not a City employee.

The State Auditor strongly recommends the City have a contract in place for vendors providing services to the City. The City's insurance carrier (CIAW) recommends the City require vendors to carry general liability insurance to protect the City and limit risk.

Mr. Hellman works adjacent to City streets. There is some risk of injury from working around parked and moving vehicles. As a result of this risk, it is not possible to negotiate a contract directly with Mr. Hellman. City staff recommends contracting with the Sky Valley Chamber to take responsibility for this work. The Sky Valley Chamber has the necessary insurance coverage recommended by CIAW. The Chamber has agreed to contract with Mr. Hellman to continue this work. The Chamber is willing to cover Mr. Hellman under its liability policy.

This results in a win-win for all parties.

- The City addresses potential concerns the State Auditor and its insurance carrier.
- Mr. Hellman is covered under the Chamber's liability policy.

- The Chamber receives support for maintaining the appearance of Main Street to meet its member's needs.

### **FISCAL IMPACT**

There is no fiscal impact. This is a pass through contract. The City is replacing an obligation to pay Dave Hellman \$300.00 per month with a contract to pay the Sky Valley Chamber \$300.00 per month. The non-monetary benefit for the City is reduced risk.

### **ALTERNATIVES:**

1. Authorize the Mayor to negotiate a contract with the Sky Valley Chamber to maintain sidewalks and adjacent areas in and around Main Street between Fifth Street and First Street at least **once each** week.
2. Do not authorize the Mayor to negotiate a contract with the Sky Valley Chamber to maintain sidewalks and adjacent areas in and around Main Street between Fifth Street and First Street at least **once each** week.
3. Direct staff to areas of concern.

### **RECOMMENDED ACTION:**

Authorize the Mayor to negotiate a contract with the Sky Valley Chamber to maintain sidewalks and adjacent areas in and around Main Street between Fifth Street and First Street at least **once each** week.

### **ATTACHMENT:**

A – Sample Contract and Scope of Work with Sky Valley Chamber of Commerce

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COUNCIL ACTION:

DATE:

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF SULTAN AND  
SKY VALLEY CHAMBER OF COMMERCE**

THIS AGREEMENT, is made this 1st day of March 2007 by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Sky Valley Chamber of Commerce (hereinafter referred to as "Service Provider"), doing business at 320 Main Street, Sultan, WA 98294.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of certain limited street beautification services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**Section One – Description of Work**

The Service Provider will perform the following tasks adjacent to businesses along Main Street from Fifth Street to First Street at least at least once each week:

- Sweep sidewalks and adjacent parking stalls.
- Pick up and dispose of trash in and around the trash receptacles
- Pick up and dispose of trash in and around the planters and landscaped areas
- Sweep sidewalks and pick up trash in and around City Hall and Visitor Center parking lot.
- Other duties as similarly assigned within the available time frame as mutually agreed to by the parties.

Service Provider shall complete the work described by June 30, 2009.

**Section Two – Payment**

The City will pay the Service Provider the total sum of three hundred dollars/month (\$300/month) for the work to be performed under this Agreement upon satisfactory completion of all services and requirements specified herein. Invoices covering services performed by the Service Provider will be submitted to the City within ten (10) days following the completion of

services. The City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

### **Section Three - Liability**

Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are now or may in the future become applicable to Service Provider and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

### **Section Four – Evaluation**

Although the Service Provider shall have the authority to control and direct the services and details of the work, the work must also meet the approval of the City and shall be subject to the City's general right of inspection and supervision.

### **Section Five – Insurance**

**Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

- A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:
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 \$2,000,000 products-completed operations aggregate limit.
- C. **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. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
  2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Service Provider 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 Service Provider before commencement of the work.
- F. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

### **Section Six – Indemnification**

The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### **Section Seven – Termination & Breach**

The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

All costs incurred by the City due to Service Provider's failure to comply with the terms and conditions of this Agreement shall be the responsibility of the Service Provider. The City may deduct its costs from any payments due to the Service Provider.

### **Section Eight - Entire Agreement**

The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

### **Section Nine - Modifications**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

### **Section Ten – Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**Section Eleven – Governing Law – Disputes**

This Agreement shall be governed by the laws of the State of Washington, and the jurisdiction of any dispute under this Agreement shall be the Superior Court of Snohomish County, Washington.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.**

**CITY OF SULTAN**

By: \_\_\_\_\_  
Carolyn Eslick, Mayor

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT**

Connie Dunn  
City of Sultan  
319 Main Street, Suite 200  
Sultan, WA 98294  
Phone: 360-793-2231  
Fax: 360-734-3344

**SERVICE PROVIDER CONTACT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:  
Fax:

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney