

CITY OF SULTAN
AGENDA ITEM COVER SHEET

Agenda Item : A-4
Date: April 10, 2008
SUBJECT: Develop Web Video for the City Web Site

CONTACT PERSON: Donna Murphy Grants and Economic Development Coordinator

ISSUE:

Introduce CGI Communications Inc. Web Site Community Video Program to City Council.
Authorize the Mayor to sign a contract with CGI Communications Inc. to provide a **FREE** custom video showcasing the City of Sultan. The video will be posted on the City's web site.

STAFF RECOMMENDATION: Motion to direct Mayor Eslick to sign the contract with CGI Communications Inc. and direct staff to work with them developing a marketing video for the City's web site.

SUMMARY STATEMENT:

At the Council Retreat it was determined that Economic Development and marketing Sultan is a primary Budget Theme for the City Council.

CGI Communications Inc. has partnered with the US Conference of Mayors and Association of Washington Cities to produce and post videos on city web sites. This is a **FREE** service to the City and the fees are covered by the businesses sponsoring the project in exchange for having a static copy of their logo bordering the video.

CGI works with each city to develop a custom video with 4 chapters:

1. Introduction/Welcome message from the Mayor
2. Overall photos and video showing the flavor and opportunities of the City
3. Quality of life
4. City's choice – Staff recommendation is Economic Development opportunities and marketing

The video is stored and streamed from CGI's dedicated server so the City's server will not be affected. One click will show the video.

The contract with CGI Communications Inc. is a 3 year program. At renewal a new video will be produced.

Following the presentation, staff is prepared to take comments and recommendations from Council to incorporate into the final draft.

FISCAL IMPACTS:

Staff time working with the production company. Positive fiscal impacts include World Wide Web exposure and marketing opportunities for Economic Development of Sultan.

RECOMMENDATION: Motion to direct Mayor Eslick to sign the contract with CGI Communications Inc. and direct staff to work with them developing a marketing video for the City's web site.

ATTACHMENTS:

Letter from the United States Conference of Mayors introducing the program
Letter from Stan Finkelstein, Executive Director of AWC endorsing the program
CGI Communications Inc. Web Page – www.mayors.tv
Summary of Community Video Showcase Program
Newspaper article from the Snohomish Tribune
Introductory letter to the local business owners
Community Movie Tour Book Agreement (Scope of Work)
Contract between CGI Communications Inc. and the City of Sultan

COUNCIL ACTION:

Action Date:



THE UNITED STATES CONFERENCE OF MAYORS

1620 EYE STREET, NORTHWEST
WASHINGTON, D.C. 20006
TELEPHONE (202) 293-7330
FAX (202) 293-2552
URL: www.usmayors.org

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Mayor of Newark, CA

DAVID G. WALLACE
Mayor of Sugar Land

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Mayor of Charlotte

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Mayor of Dallas

GAVIN NEWSOM
Mayor of San Francisco

MORTIN O'MALLEY
Mayor of Baltimore

PAUL D. PATE
Mayor of Cedar Rapids

PART PETERSON
Mayor of Indianapolis

JORGE A. SANTINI
Mayor of San Juan

JULIE R. STREET
Mayor of Bethesda

CHARLES E. TOOLEY
Mayor of El Paso

JUDITH VALLES
Mayor of San Bernardino

L. DOUGLAS WILDER
Mayor of Richmond, VA

SHELIA WUONG
Mayor of San Leandro

Executive Director:
TOM COCHRAN

Dear Mayor:

The United States Conference of Mayors (USCM) has partnered with CGI Communications, Inc. to provide you with a variety of multimedia promotional programs including *FREE Video Streaming* for your city's website. *This technology will be provided to your city at NO COST through our exclusive partnership*, with cost recovery initiatives involving sponsorship opportunities from your local business community. We believe its products can be a tremendous value and service to you and your city.

With print media, outdoor media, and online *Video Streaming* technology applications, CGI's programs are designed to showcase, educate and inform the public about your community and all it has to offer to your residents, your business community, and your visitors. *CGI will custom-design a program to meet the marketing needs of your community.*

The United States Conference of Mayors has chosen to work with CGI because of their outstanding reputation for quality and their extensive experience in assisting numerous communities, organizations, and businesses around the nation. CGI is a creative, aggressive, high-tech corporation who will provide you with the necessary tools to communicate and promote all of your community's assets and attributes. Among CGI's many products and services, their *patent-pending One-Click Video Technology* places them at the forefront of streaming video applications on the Internet. The company was founded in 1988 and has continued to grow and maintain its advantage over marketing firms due to their developments of innovative technologies, and recognizing the changing needs of their clients in a highly technical and competitive marketplace.

We encourage you to learn more about this wonderful opportunity, its features, and its benefits. Please contact CGI Communications, Inc. at (800) 398-3029 x203 to speak with Senior Marketing Executive, Nicole Rongo. You may also contact Jim Welfley, my Director of Information Systems at the United States Conference of Mayors at (202) 861-6796 or jwelfley@usmayors.org.

Sincerely,

Tom Cochran
Executive Director



1076 Franklin Street SE • Olympia, WA 98501-1346
360-753-4137 • Toll Free: 1-800-562-8981 • Fax: 360-753-0149 • Insurance Services Fax: 360-753-0148

www.awcnet.org

Dear City Officials:

AWC has contracted with CGI Communications, Inc. to offer you the opportunity to provide various multimedia promotional programs for your community. CGI's products and services will be offered to your municipality at no cost through our exclusive partnership, with cost recovery initiatives involving sponsorship opportunities from your local business community.

With printed media, outdoor media, and online media technology applications, CGI's programs are designed to showcase, educate and inform the public about your community and all it has to offer to your residents, your business community, and your visitors. CGI will custom-design a program to meet the marketing needs of your community.

We have chosen to work with CGI because of their outstanding reputation for quality and their extensive experience in helping numerous communities, organizations, and businesses around the nation market and promote all of their assets and attributes.

CGI is an innovative, aggressive, high-tech corporation. Among many of their products and services, their patent-pending One-Click Video Technology places them at the forefront of streaming video on the Internet. The company was founded in 1988 and has continued to grow and maintain its competitive advantage due to their innovative technologies, strong customer base, and positive, service-centered attitude.

AWC encourages you to learn more about this wonderful opportunity, its features, and its benefits. Please contact CGI Communications, Inc. at 1-800-398-3029 x203 to speak with Marketing Manager, Nicole Rongo. You may also contact Michelle Harvey at AWC, 360-753-4137, michelleh@awcnet.org.

Sincerely,

**Stan Finkelstein
Executive Director**

**Association of Washington Cities
1076 Franklin Street SE, Olympia, WA 98501**

[CGI Communications]

eLocalLink Mayors.tv ChamberOfCommerce.tv MyOrg.tv Video Open House




Home | Organizations | Municipalities | About 

Mayors.TV™

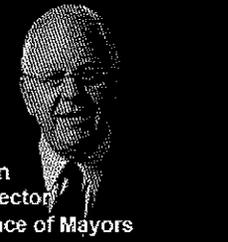
Get ready to **Attract an Audience**

Mayors.tv uses emerging web video technology to keep mayors and town governments in touch with the communities they represent.



[Click to watch executive bios](#) [Live Presentation](#)

U.S. Mayors' Endorsement

Tom Cochran
Executive Director
U.S. Conference of Mayors

CGI is proud to partner with the U.S. Conference of Mayors. Watch executive director Tom Cochran discuss Mayors.tv [here](#), and read his [letter](#).

USCM TV Show Preview
State of the City
V-Mail
Video Tourbook
Video Magazine

Choose an Organization 

[Learn More](#)

About Us

Founded in 1988, CGI's products and services for Community Image Marketing have been used by over 1200 communities nationwide!



Tom Cochran interviews Congressman Chakah Fattah

All of CGI's programs are offered at NO COST to municipalities, and are specially designed to streamline communication and strengthen communities.

Take a look around and see what we have to offer.



Who's Connected?

Mayors.tv, powered by eLocalLink, has become the premier provider of streaming web video to towns small and large across the nation.

Take a look at some of the governments and organizations that we're currently working with.

Participating Organizations



[CGI Home](#) [Products](#) [Employment](#) [News](#) [Clients](#) [Contact Us](#)

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Summary of Community Video Showcase Program

CGI Communications, Inc. has entered into a partnership with the US Conference of Mayors to launch the technology that CGI has developed for Streaming Video applications on the internet. As a result of this partnership, the City of Sultan has been presented with the opportunity to receive a fully produced, NO COST Community Video Showcase program to be placed on your City's website. In addition, CGI has a video content alliance with search engine mega-giant Google®. The videos that CGI will produce for the City of Sultan will also be submitted to Google's® video search database.

Our Streaming Video Tour Book is an invaluable tool for the City of Sultan to enhance its website and to showcase your community in a powerful, new and innovative way. We will come to your location with our film crew to videotape the necessary footage to fully produce the Welcome video PLUS 3 additional community highlight videos on topics such as relocation, business and industry, education, etc. The program will be customized to showcase the best of what Sultan has to offer to residents, visitors, and your business community. Also with the click of a button you will be able to send your whole video interface to anyone in the world with an email address. The video's will not come in as an attachment or a download, they will automatically buffer and play for the end user. Whether it be a recruiter, site locator, future resident, or visitor you will now have a powerful and cutting-edge way to answer all questions about your community!

To view example's of our Video Tour Book, please click here:

<http://www.cityofeasley.com/>

<http://www.cityofbradenton.com/>

In addition to the videos we will produce for and about your community, we will also provide your local business community with the opportunity to utilize our technology by having their own video produced for them if they so choose, thus providing them with a cutting-edge way to showcase and promote themselves! It is solely CGI's responsibility to offer your local businesses an opportunity for participation. The City bears no liability whatsoever. The addition of this Video Tour Book will truly make your City's website the focal point on the internet for information about Sultan.

Whether you are actively promoting tourism, recruiting businesses for economic development, or simply looking for ways to provide the public with additional information about your community, this is a progressive opportunity to assist you with achieving your marketing objectives. With no financial investment from City funds, we've eliminated the need for lengthy budget meetings and approval processes, therefore allowing us to begin production immediately!

Thank you for taking the time to review our proposed program for the City of Sultan. We look forward to working with you!

A handwritten signature in cursive script that reads 'Nicole Rongo'.

Nicole Rongo
Marketing Manager
800.398.3029 x 203
nicoler@cgicommunications.com

video program

Group

Continued from page 2

Snohomish are burglary (51 percent) and vehicle theft (34 percent), Turner said.

"Knowing is the first step to doing something about it," Rabe said. But ... "this is not complain-fest '08."

The key to doing something about it begins with offering teens meaningful activities and providing positive role models, they said.

Turner knows that's the key. When he worked in Marysville he helped start a similar program to the one Snohomish is trying to build. The one in Marysville is entering its 20th year. But it was an experience he had working in Mountlake Terrace when it clicked for Turner.

In 1990, the city experienced a rash of early-morning arson fires. During that time, city leaders became aware of the high number of teens that were hanging out on the streets at 2 a.m. Turner said his immediate reaction was typical: impose a strict curfew.

At the same time, the city was applying for a grant to help with the situation but was denied because the city wanted to push a curfew policy. So, the city developed plan B and created a neutral zone for teens at a local school where they could hang out until 2 a.m. during the summer.

One August, though, the school needed to use the neutral zone facility and the program was shut down. The city compared crime statistics before the shut down and during the one-month shut down. During the month shut down, criminal activity increased 65 percent from the time the facility had been open to teens. Turner says this was his "eye-open-

BY KATIE MURDOCH

This summer, when business owners, residents and visitors click on Snohomish's Web site, they'll meet the mayor, view images of Snohomish schools and neighborhoods and see what the city has to offer for recreation and daily life.

The five-minute video is intended to inform viewers of what Snohomish has to offer to draw more guests into the city.

"It's a relatively new phenomena in the business world," City Manager Larry Bauman said last week. "It's marketing that attracts people and helps businesses."

The Association of Washington Cities has contracted with CGI Communications Inc. to post videos on city Web sites. CGI doesn't charge the city for the service. Instead, service fees will be covered by the businesses sponsoring the project in exchange for having their logo posted on the city's Web site.

"There's no cost to the city or taxpayers," economic development manager Debbie Emge said. "One benefit

is it will promote the shopping area in Snohomish and bring more tourists in."

Emge is on the advisory team in charge of the video's content and will be working with the Snohomish Chamber of Commerce and Historic Downtown Snohomish on the video's content.

CGI will shoot and help design the video.

"This is fabulous," Councilwoman Melody Clemons said. "It gives a nice, fresh touch to our city. You'd be surprised at how much you can get with a five-minute video."

The city can go a long way in making a connection, Bauman said.

"It provides a way for us to reach people through the Internet and have a friendly face to make connections," he said.

But not all businesses are welcome. Adult bookstores, pawnshops and tattoo/piercing parlors are excluded because they "may be perceived as offensive," according to CGI policy.

Cities across the state from Moses Lake to Yakima, to neighboring cities like Everett and Mill Creek are work-

"It's a relatively new phenomena in the business world. It's marketing that attracts people and helps businesses"

**- Larry Bauman,
Snohomish city manager**

ing or have worked with CGI to develop a custom video.

In Everett, city staff put the finishing touches on its video footage comprised of 10, one-minute video clips, each covering one topic including health care services, senior living, the city's history and the Everett Events Center, city spokeswoman Kate Reardon said last week.

"We thought it was an important project because we have more than 4,000 visits to our Web site daily," Reardon said. "It'll give people who've never been here before a sense of who we are."

The city of Everett is working with the U.S. Conference of Mayors, an organization that works with CGI to provide free services that help city officials promote and showcase their city. Everett expects to have its community videos on the city Web site in early spring.

So far, health care providers including The Everett Clinic, insurance companies, private schools and banks have signed up to be sponsors.

"The challenge with these projects is they can be costly," Reardon said. "Sponsorship allows us to have this project."

Community Announcements

Snohomish School District holds Board Meeting

Wednesday, March 12, 2008
7:30 pm, Resource and Service Center, Board Room, 1601 Ave D, Snohomish
CONSENT AGENDA

- (a) Warrant Issue: February 14, 2008 through March 8, 2008
- General Fund \$6,018,470.04

- (d) Approval of Change Order #14 for Glacier Peak High School Project, Football Field Stabilization, for Lydig Construction, Inc., in the amount of \$399,262.00 plus WSS tax of \$33,937.27 for a total of \$433,199.27.
- NEW BUSINESS
- (a) Report -- Snohomish Freshman Campus Focus Program
 - (b) Drug Free Zone Signage Informa-

SNOHOMISH COUNTY

Public Meetings

Setting Salaries of Elected County Officials

The Citizens' Commission on Salaries of Elected Officials will hold public meetings to study the relationship of salaries to the duties of elected officials and fix the salaries of the Snohomish County Council, Executive, Assessor, Auditor, Clerk, Prosecuting Attorney, Sheriff and Treasurer for 2009 and 2010.

The public is welcome and encouraged to attend these public meetings. Meetings will be held at 6 p.m. in the Executive Board Room, 6th floor, County Admin-West Building.

March 31, 2008

Dear Sultan Business Owner:

The City of Sultan was recently introduced to an exciting new technology that is sure to have a tremendous, positive impact for promoting the public and the private assets of our wonderful community. We have accepted the services for, and will participate in, a three-year promotional campaign conducted by CGI Communications, Inc. (www.cgicomcommunications.com).

e-LocalLink, a division of CGI, will produce a series of online videos to showcase the assets and attributes that the City of Sultan has to offer to its residents, its visitors, and its business community. These videos will be accessible for viewing via the City's website (www.ci.sultan.wa.us).

As you know, the City of Sultan is dedicated to making our community a great place to live, work, shop and conduct business. This project will highlight the advantages of living in and doing business here.

A representative of e-LocalLink will be contacting you with an offer for your participation. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Sincerely,

Contact
Title

Community Movie Tour Book Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 427-0075 fax

Name: _____
Title: _____
Address: PO Box 1199 _____
City, State, Zip: Sultan, WA 98294-1199 _____
Phone: 360-793-2231 _____
Email: donna.murphy@ci.sultan.wa.us _____
Website: www.ci.sultan.wa.us _____

This agreement is between CGI Communications, Inc. and the City of Sultan and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Movie Showcase is made available for viewing via a link on the www.ci.sultan.wa.us website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI Communications, Inc. and its e-LocalLink division shall provide a Community Movie Showcase as follows:

- Website Welcome video from your Mayor or other civic leader and an Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 1 additional video to showcase various aspects of your community and/or organization (providing a total of four 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and e-LocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Movie Showcase from your website shall be facilitated by e-LocalLink providing HTML source code for graphic link to be prominently displayed on the www.ci.sultan.wa.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour Book" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- e-LocalLink will own copyrights of the master Community Movie Showcase
- The City of Sultan will assume no cost or liability for this project

The City of Sultan, WA shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Movie Showcase
- Agrees to give e-LocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the www.ci.sultan.wa.us website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the www.ci.sultan.wa.us website homepage for the term of this agreement
- Provides e-LocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of Sultan, WA

CGI Communications, Inc.

Signature:

Signature:

Nicole Rongo

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Marketing Manager

Date:

Date: 03/31/08

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
CGI COMMUNICATIONS INC**

THIS AGREEMENT, is made this 15th day of April 2008 by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and CGI Communication (hereinafter referred to as "Service Provider"), doing business at 130 East Main Street, 8th Floor, Rochester, NY 14604.

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 a NO COST Community Movie Showcase program, 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:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. CGI Communications has entered into a partnership with the US Conference of mayors to launch the technology that CGI has developed for Stream Video applications on the Internet. As a result of this partnership, the City of Sultan has been presented with the opportunity to receive a fully produced, NO COST Community Video Showcase program to be placed on the City's website.
 - B. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service

provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Community Video Showcase
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before April 15, 2009.
6. **Termination.**
 - A. Termination Upon the City's Option. 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.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. 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.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

8. **Indemnification / Hold Harmless.** 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.

9. **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.
10. **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.
11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to

the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

- 12. Work Performed at Service Provider's Risk.** 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, 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.
- 13. Ownership of Products and Premises Security.**

 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
- 14. Modification.** 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.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. 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.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any

litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

SERVICE PROVIDER CONTACT

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

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney