RESOLUTION NO. 19-0452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES CONTRACT WITH PANZANO + PARTNERS FOR THE DEVELOPMENT OF AN INITIAL BRANDING AND MARKETING PLAN FOR BUSINESS ATTRACTION FOR ECONOMIC DEVELOPMENT

WHEREAS, the City Council is actively engaged in helping the community identify and attract those economic components necessary to meet the City of Edgewood Vision Statement; and

WHEREAS, the City Council has engaged Buxton, a data analytics company to assist the Economic Development Advisory Board in concert with City Staff in determining which existing businesses may be attracted to the City and what effect they would have in meeting growth needs; and

WHEREAS, the City Council, Mayor and City Staff have identified a need for marketing expertise, to build the City Brand and to market business opportunity aligned with the Economic Development Advisory Board goals and objectives of managed growth; and

WHEREAS, the Mayor and City Staff have researched and received three separate proposals in pursuit of engaging a Branding and Marketing consultant, concluding the Panzano + Partners company best meets our needs for this effort;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Personal Services Contract, attached hereto and incorporated herein with Panzano + Partners.


Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 27th day of March, 2019, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)  
2224 - 104th Avenue E.  
Edgewood, Washington 98372  
Contact: Mayor Daryl Eidinger  Phone: 253-952-3299  Fax: 253-952-3537

and __Panzano + Partners,L.L.C.; a Limited Liability Company organized under the laws of the State of New Jersey, doing business at:

Panzano + Partners_ (hereinafter the “CONSULTANT”)  
304 Harper Drive, Suite 205  
Moorestown, NJ 08057  
Contact: Marya Liebezeit  Phone:856.866.5500 x2214  Fax: 609.707.2194

for professional services in connection with the following Project:

City of Edgewood Branding and Marketing Plan for Business Attraction

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. Terms. This Agreement shall commence on March 27, 2019, (“Commencement Date”) and shall terminate on December 31, 2019 unless extended or terminated in writing as provided herein.

Revised 2/26/15

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4. **Compensation.**

☐ **LUMP SUM.** Compensation for these services shall be paid with the completion of each deliverable identified on Exhibit A with a total not to exceed of $50,000.00, which includes all applicable tax.

☐ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed $__________, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "__________.”

☐ **OTHER.** ________________________________

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

Revised 2/26/15
B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City’s general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. 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 employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants 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 the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant’s insolvency or bankruptcy, or the Consultant’s assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been
fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. **Suspension.** The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. **Notice of Termination or Suspension.** If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant’s receipt of the City’s written notice or such date as stated in the City’s notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. **Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. **Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant’s possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. **Work Performed at the Consultant’s Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's
inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability Insurance.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

Consultant 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.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Employer's Liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

1. The Consultant'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 the Consultant’s insurance and shall not contribute with it.

2. The Consultant'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.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided 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

Consultant 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 Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Revised 2/26/15

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision’s true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator’s determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator’s decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney’s fees from the other party.


A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained 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 in full force and effect.

B. Modification. No waiver, alteration, 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 the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits 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, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement.
All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF EDGEWOOD, WASHINGTON               PANZANO & PARTNERS, L.L.C.

By:                                          By:
    ________________________________        ________________________________
    Daryl Eidinger                        Bill Rubino
    Mayor                                President

Date: March 26, 2019                       Date: March ______, 2019

Attest:

By:                                          By:
    ________________________________        ________________________________
    Rachel Pitzel                          Carol A. Morris
    City Clerk                            City Attorney

APPROVED AS TO FORM:

By:                                          By:
    ________________________________        ________________________________
    ________________________________        ________________________________
    ________________________________        ________________________________
    ________________________________        ________________________________

City Clerk
City Attorney

Revised 2/26/15
Client: City of Edgewood

Business Attraction Proposal

March 11, 2019
Overview

The City of Edgewood recently completed a research project with a third party which yielded information related to market leakage and a list of retailers and restaurants to target. As step one of communicating with these targets, a team from Edgewood will be attending its first RECon this spring.

RECon is the largest annual real estate conference in North America. Each May, the conference takes place in Las Vegas, NV and brings together some 35,000-45,000 attendees. While the lion’s share of this attendance is comprised of shopping center developers/owners/managers and retailer and restaurant brokers, some related industry service providers are also in attendance.

Over the past several years, the host trade organization, International Council of Shopping Centers, has been pushing its agenda to include municipalities looking for economic growth within the retail segment.

In order for the conference to yield a return on Edgewood’s substantial investment, it must develop and implement a plan to solicit and gain meetings with the targeted retailers and restaurants, using RECon as the kick-off point. The following is Panzano+Partners’ recommendation for the structure and investment of this plan.
Goal

• Establish a minimum of 10 in-person meetings or scheduled phone presentations, to present the City of Edgewood to retailer and restaurant real estate prospects between May and December 2019.

Strategy

• Create and implement a plan that targets the 20 retail/restaurant prospects which third party research has identified as being suitable additions for the City of Edgewood. This plan can also be used to target other, similar prospects.

Tactics

• Create the elevator pitch which will serve as the guideline for all communication.

• Create a landing page on the city website that highlights the key reasons the City of Edgewood is a smart choice, with a link to send an email and schedule an appointment.

• Create an email campaign that is used to gain appointments at and after RECon.

• Create a brochure selling the city, that can be used at RECon, at other meetings, and mailed to interested parties.

• Create an electronic presentation, with content similar to the brochure, but formatted in order to show properly on tablet or laptop, as well as in larger presentation formats.

• Create a series of scripts for client to use in phone calls to targets both prior and after RECon.
Timeline

March 2019

• Approval of proposal.
• Writing and approval of elevator pitch.
• Start development of landing page for client website.

April 2019

• Launch landing page on client website.
• Creation of email series to solicit RECon appointments.
• Client creates MailChimp account, and populates with target names and email addresses.
• Write scripts for phone calls to solicit RECon appointments.
• Design and production of 250 city brochures.
• Client begins deploying emails and phone calls to targets.

May 2019

• Email and phone calls continue.
• Establish RECon appointments.
• Brochures printed and delivered.

June 2019

• Custom follow up with all RECon appointments. Send information appropriate to each meeting/conversation.
• Mid-point call with Agency to review status and fine-tune July - December actions.

July - December 2019

• Develop and deploy remaining emails and phone scripts based on current status.
## Package + Investment

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Pitch</td>
<td>Narrative written to resonate with target audience.</td>
<td>Complimentary</td>
</tr>
<tr>
<td></td>
<td>Create landing page attached to <a href="http://cityofedgewood.org">cityofedgewood.org</a>, which includes link to an email address to set an appointment.</td>
<td></td>
</tr>
<tr>
<td>Website Landing Page</td>
<td>Copy writing and design of five emails. Three used to solicit appointments at RECon, two for post RECon for follow up. One - two templates will be developed and used for all emails. Client will deploy through own MailChimp account using own list.</td>
<td>$7,500</td>
</tr>
<tr>
<td>Email Series</td>
<td>Writing four scripts to be used by client to solicit meetings at any time of the year.</td>
<td>$8,500</td>
</tr>
<tr>
<td>Phone Call Scripts</td>
<td>Concept, design, layout, copy writing, and printing of 250, tri-fold brochures.</td>
<td>$2,000</td>
</tr>
<tr>
<td>City Brochure</td>
<td>Using content from city brochure, formatted for tablet/laptop.</td>
<td>$13,500</td>
</tr>
<tr>
<td>Electronic Presentation</td>
<td>Monthly, half hour status calls and account servicing, April - December.</td>
<td>$5,000</td>
</tr>
<tr>
<td>Agency Fee</td>
<td></td>
<td>$13,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$50,000</strong></td>
</tr>
</tbody>
</table>

Individual costs are based on total package of projects being completed. It is assumed all projects will use photography provided by Client. If purchased photography is required, the Agency will provide estimate(s) in advance.
Investment

The Agency will develop a package of deliverables to be used by Edgewood to help them achieve their desired goals. These items will include an Elevator Pitch, Website Landing Page, Series of Five Emails, Series of Four Phone Scripts, 250 City Brochures, and an Electronic Presentation. Account services, creative services, and production services are included.

Total $50,000

Notes: This investment is for planning purposes. Once scope of work is finalized, formal estimates will be provided for each project. It is assumed all projects will use photography provided by Client. If purchased photography is required, the Agency will provide estimate(s) in advance.