



SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, July 25, 2016
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

Quality of Life Partners:

Kruckeberg Botanic Garden; Shoreline/Lake Forest
Park Arts Council; Shoreline/Lake Forest Park Senior Center; and Shoreline Historical Museum

1. **CALL TO ORDER** 5:45 p.m.
2. **Shoreline-LFP Arts Council** 5:50 p.m.
 - 2015 Accomplishments
 - Short and Long Term Plans for the Future
 - 2016 Schedule of Events and Activities
3. **Shoreline Historical Museum** 6:05 p.m.
 - 2015 Accomplishments
 - Short and Long Term Plans for the Future
 - 2016 Schedule of Events and Activities
4. **Kruckeberg Botanic Garden Foundation** 6:20 p.m.
 - 2015 Accomplishments
 - Short and Long Term Plans for the Future
 - 2016 Schedule of Events and Activities
5. **Shoreline/LFP Senior Center** 6:35 p.m.
 - 2015 Accomplishments
 - Short and Long Term Plans for the Future
 - 2016 Schedule of Events and Activities
6. **ADJOURNMENT** 6:50 p.m.

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.



Memorandum

DATE: July 18, 2016

TO: Shoreline City Council

FROM: Mary Reidy, Recreation Superintendent

RE: Cultural Services Update

CC: Debbie Tarry, City Manager
John Norris, Assistant City Manager
Eric Friedli, Director Parks, Recreation and Cultural Services
Lorie Hoffman, Executive Director, Shoreline-LFP Arts Council
Vicki Stiles, Executive Director, Shoreline Historical Museum
Cynthia Welte, Executive Director, Kruckeberg Botanic Garden Foundation
Bob Lohmeyer, Director, Shoreline/LFP Senior Center

Each year the City supports cultural services organizations as a cost effective way to provide cultural services to Shoreline citizens. Tonight, Council will hear information from the Directors of four of these partners: the Shoreline-LFP Arts Council, Shoreline Historical Museum, Kruckeberg Botanic Garden Foundation (KBGF) and Shoreline/LFP Senior Center.

Both the Arts Council and Historical Museum have been long time partners with the City, providing various cultural programs throughout the year. The KBGF is a partnership with the City in which the property is owned by the City, yet the garden is operated by the Foundation. In addition to owning the property, the City supports the KBGF through an annual contract which was originated in 2007 and amended in 2015. The Shoreline/LFP Senior Center has also been a long time partner providing services to area seniors. While the Senior Center has historically been funded competitively through the City's human services funding process, this year, the Council provided direction to fund the Senior Center through an ongoing service contract. This will be reflected in the 2017 Budget.

Each organization will speak briefly tonight about their 2015 accomplishments, as well as their short and long term plans for the future. They will also provide a listing of their 2016 schedule of events and activities.

For Council's reference, attached to this staff report are the scopes of work for the service contracts the City has with these organizations. The following information highlights the current level of City support each organization receives and how this support fits into their overall budgets:

Shoreline-LFP Arts Council

- City support - \$61,000 (\$60,000 PRCS Contract; \$1,000 for programming the gallery exhibits at City Hall)
- 19% of total budget in 2015

Shoreline Historical Museum

- City support - \$60,000 PRCS Contract
- 27% of total budget in 2015

Kruckeberg Botanic Garden Foundation

- City support - \$40,650 (\$40,000 PRCS Contract; \$650 printing/binding)
- 18% of total budget in 2015

Shoreline/LFP Senior Center

- City support - \$95,708 (\$31,535 Community Development Block Grant (CDBG); \$64,173 General Fund)
- 19% of total budget in 2015

Attachments:

Attachment A - 2016 Shoreline-LFP Arts Council Service Contract Scope of Work

Attachment B - 2016 Shoreline Historical Museum Service Contract Scope of Work

Attachment C - 2016 Kruckeberg Botanic Garden Foundation Service Agreement

**EXHIBIT A
CITY OF SHORELINE
SCOPE OF WORK AND COMPENSATION**

2016

17500 Midvale Ave., N., Shoreline, WA 98133

(206) 801-2700 ♦ Fax (206) 546-7868

Shoreline-Lake Forest Park Arts Council

1. The Shoreline-Lake Forest Park Arts Council agrees to provide the following cultural programs and community outreach for the City of Shoreline citizens:

Shoreline Arts Festival

Two-day summer event presenting a wide variety of arts for all ages, including visual, performing, cultural and literary events, activities, exhibits, and programs and arts installations/happenings before the Festival.

Concerts/Performances in the Parks

Evening summer concerts/performances in Shoreline parks and facilities. We plan on a minimum of 7: 2 in LFP and 5 in Shoreline.

Arts & Culture Events

Adult/family series featuring a minimum of 3 different events during the winter, spring, and fall, including Edible Book Festival, Create & Make Workshops, Art/Business Workshops, and Sketch crawl and Free Play Art Day.

Family Events

Children/family series featuring a minimum of 3 different events during the winter and spring including Missoula Children's Theatre at the Festival.

Community Outreach

Respond to and work with a variety of community organizations including the City on arts related projects. Assist City as representative of the arts community for public art projects such as Interurban Piano Walk, Artscape and Groundswell. Sponsor the Summerset Arts Festival. Sponsor grants for the arts for teens and ethnic minorities as well as Community Project Awards to support groups presenting arts projects. Maintain a community arts event calendar to help promote other organizations. Participate in Community Conversations to foster partnerships among arts groups. Work with other non-profits like the YMCA, Kruckeberg Botanic Garden, and Shoreline Historical Museum on arts or arts education related projects.

Arts Education

Fund teaching artists to work with Shoreline Schools to enhance arts education in visual, performing, and literary arts. Enhance arts education by creating free on-line arts instructional videos.

Portable Works

Enhance City facilities with selections from the Portable Works collection.

Exhibitions at City Hall

Collaborate directly with the City's Public Art Coordinator to propose Calls for Art, jury exhibitions, and hang work at City Hall.

2. The Shoreline Lake Forest Park Arts Council agrees to contract with performers of the City's choosing for the following City events:

Celebrate Shoreline

One performance at the City's Celebrate Shoreline Festival.

Hamlin Haunt

One evening performance at the City's Hamlin Haunt Halloween event.

3. The Shoreline Lake Forest Park Arts Council agrees to assist with marketing of City sponsored arts events. In addition, the Arts Council agrees to meet 4 times per year with the City and other community partners to discuss leveraging community dollars and support in marketing and programming.
4. The Shoreline Lake Forest Park Arts Council agrees to comply with all City regulations.
5. Identify the City of Shoreline as the primary "co-sponsor" of these program, defined as follows:
 - A. For all printed program promotional materials, appropriately list the words, "with support from the City of Shoreline." Separate listing will include City logo and standard phrasing. Printed program promotional materials including, but not limited to, posters, signs, flyers, newsletter listing, media advertising, etc. The City recognizes that publications of articles may be subject to edits by the new media, but that the Shoreline-Lake Forest Park Arts Council will make every attempt to acknowledge the City by name.
 - B. Inclusion, when appropriate, of the City's name in City-funded programs in Public Service Announcements, and any other non-print media.
 - C. Display of City's identification banner at outdoor events and easel and signage for use at indoor events such as exhibitions.
6. In an effort to increase program publicity, Shoreline Lake Forest Park Arts Council Executive Director will provide information and photos on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Executive Director well in advance of deadlines.
7. The Arts Council agrees to allow the City of Shoreline the use of the Showmobile for City sponsored events. The City agrees to provide in-kind labor from the Parks, Recreation and Cultural Services and/or Public Works Department to assist with the transportation, set-up and take down of the Showmobile for Arts Council events in the City of Shoreline.
8. Total compensation shall be \$60,000 payable in four equal payments. Billing Voucher (Exhibit B) shall be submitted each quarter. Requests are to be submitted at the end of March, June, September and November. A completed Program Attendance Form (Exhibit D) must accompany each Billing Voucher. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.

EXHIBIT A
CITY OF SHORELINE

SCOPE OF WORK AND COMPENSATION

17500 Midvale Ave., N., Shoreline, WA 98133

(206) 801-2600 Fax (206) 546-7868

Shoreline Historical Museum
2016

The Shoreline Historical Museum (SHM) agrees to provide the following:

1. Exhibits
 - a. Museum Exhibits – 2 rotating/temporary exhibits
 - *Shoreline: City with a Past, City with a Future* (January - March 31)
 - *The Farmer in the Dell: The History of Growing Food in the Community* (opens in May)
 - b. Traveling Exhibits
 - The exhibits will be marketed in SHM e-newsletters and brochures.
 - Provide two different traveling exhibits, available to other museums, schools and/or organizations on request with the goal of loaning them out twice a year. Borrowing institutions to keep loaned exhibits for at least one month.
2. Tours, outreach and related programs
 - a. Tour groups -12 annually
 - b. Hands-on days - 12 annually
 - c. Community outreach activities (ie; community festivals, walking tours, day camps, concerts) – 5 annually
3. Historic Preservation Research
 - a. Services provided year-round for City staff, consultants, citizens and community groups.
4. Celebrate Shoreline – Cruise-In Car Show
 - a. Work with City PRCS staff in coordination of Car Show as part of Celebrate Shoreline Festival.
 - b. Coordinate all registrations, prizes and day-of activities.
 - c. Work with City PRCS staff to maximize marketing efforts for event.
5. Community Partnership Development –
 - a. Meet 4 times per year with community partners and City staff to maximize marketing for heritage activities and other cultural activities. This is in addition to regular communication with PRCS staff on Recreation Guide submittal information and specific program collaboration.

6. The Museum facility will allow the City of Shoreline and related organizations the use of meeting space at no cost if available. Space at current facility is limited.
7. The Museum facility will be open year-round, typical hours being Tuesday through Saturday 10 a.m. to 4 p.m. Archives, special tours and related research to be available by appointment. Unscheduled programming to include both outreach and site-based lectures and oral histories.
8. The total compensation shall be \$60,000 payable in four equal payments. A Billing Voucher (Exhibit B) shall be submitted each quarter. Requests are to be submitted at the end of March, June, September and November. A completed Program Attendance Form (Exhibit D) must accompany each Billing Voucher. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.
9. In an effort to increase program publicity, Museum Director will provide information on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Museum Director well in advance of deadlines.
10. The Director will present an annual presentation to the City Council on programs and services provided to the community.



C-15-170

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Gabrieli, Lynn	Routed by:	Gabrieli, Lynn
	Department/Division:	Parks, Recreation and Cultural Services	Date:	May 27, 2015
	Name of Consultant/Contractor:	Kruckeberg Botanic Garden		
	CONTRACT TITLE:	Kruckeberg Botanic Garden Service Agreement		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input checked="" type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:			
	Effective Date:	Date of final signature	Completion Date:	June 30, 2020
	Has the original contract boilerplate language been modified?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
	If yes, specify which sections have been modified: The Service Contract boilerplate was not used to draft this agreement.			
	Description of Services:	Operate, maintain and improve the garden; maintain and enhance the garden's plant collections; maintain records of the botanic collection; provide staff for supervision of volunteers, docent training programs, garden tours, etc. This Agreement supersedes Service Contract #4570 executed in 2007 and its subsequent amendment (#4570) in 2011.		

FINANCIAL DETAILS	Total Amount of Contract:	\$200,000.00		
	Org Key – Obj #	2408037-5495	Amount:	\$200,000.00
	J/L # – Task #			
	Org Key – Obj #		Amount:	
	J/L # – Task #			
	Org Key – Obj #		Amount:	
	Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No			
	Remarks: The total amount of contract is \$40,000 per year, to be billed quarterly, for a total of \$200,000 over five years. Subject to annual Council budget approval.			

FORMS	For Public Works/Small Works Contracts:	For Service Contracts:	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form <input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input type="checkbox"/> W-9 Form

SIGNATURE	Authorization Level:	(click here to select)		
	<input checked="" type="checkbox"/> 1. Project Manager	<input type="checkbox"/> 6. City Council (if required)		
	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager		
	<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk		
	<input checked="" type="checkbox"/> 4. Consultant/Contractor	<input type="checkbox"/> 9. Originating Department		
	<input type="checkbox"/> 5. (click to select or overwrite)			

5/26/15
 7/17
 OK 7/20/15



KRUCKEBERG BOTANIC GARDEN SERVICE AGREEMENT

This BOTANIC GARDEN SERVICE AGREEMENT (“Agreement”) is made and entered into by and between KRUCKEBERG BOTANIC GARDEN FOUNDATION, a Washington nonprofit corporation, having an address of P.O. Box 60035, Shoreline, WA 98160-0035 (“Foundation”), and the City of Shoreline (“City”) (collectively “Parties”), on the date provided below.

1. Recitals

- 1.1 The City is the owner of that certain real property located at 20312 15th Avenue N.W.; Shoreline, King County, Washington, which is more particularly described as follows (“Property”):

PARCEL 1 - S ½ OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4, LESS THE W 270 FEET THEREOF, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E, W.M.

PARCEL 2 - W 270 FEET OF S ½ OF NW 1/4 OF THE NW 1/4 OF THE NW 1/4, LESS N 176.47 FEET THEREOF, AND LESS COUNTY ROAD, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E.W.M.

- 1.2 The Property is subject to that certain perpetual conservation easement, granted by Arthur R. Kruckeberg to the E.B. Dunn Historic Garden Trust (“Dunn Garden Trust”) on October 14, 2003 and recorded on October 17, 2003 at King County AF # 20031017000833, which, among other things, restricts the uses and activities on the Property (“Conservation Easement”).
- 1.3 The Property contains a unique, natural, Northwest garden created and maintained by Arthur R. Kruckeberg and his deceased spouse, Mareen Kruckeberg, by preserving and enhancing the native plant collection and introducing rare plant species, which unique collections of plants have been sustained in an undeveloped natural area (“Garden”).
- 1.4 The Foundation’s goal is to ensure the Kruckeberg Botanic Garden is dedicated to fostering and providing educational, cultural and aesthetic enrichment to the community and all who visit.
- 1.5 The Foundation is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended (“Code”), and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250. Foundation is included in the “Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code” published by the Internal Revenue Service.
- 1.6 The Parties have common goals of ensuring the perpetual maintenance of the Garden,

Attachment C

protecting the Property from uses contrary to preservation of its botanic collections, and providing to the general public passive aesthetic and educational opportunities relating to the Garden (hereafter “Goals”).

- 1.7 The Foundation was formed specifically for the purpose of advancing the Goals. The terms and conditions of this Agreement are intended by the Parties to ensure fulfillment of the Goals and the Foundation is willing to maintain and operate the Garden for the City in exchange for certain benefits and payments.
- 1.8 In addition to the Garden, the Property contains: residences which include a single-family home (the “Home”) and adjacent living quarters (the “Cottage”), collectively referred to as the “Buildings”; a greenhouse currently used for propagation and maintained by the Foundation (the “Greenhouse”); sheds for tool and equipment storage and benches for display of plants and nursery work (“the Structures); and a parking lot.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in order to maintain the Garden at its current condition or better, and to ensure the public receives access to the benefits and aesthetic values inherent in botanic gardens, the Parties agree as follows:

2. Foundation’s Performance

- 2.1 General Maintenance Standards. The Foundation agrees to operate, maintain and improve the Garden so as to maintain and enhance a regionally significant botanic garden and collection of species native to lowland forests of the Puget Sound Basin, as well as non-native species compatible with the region, based on the botanic diversity, woodland setting, and naturalistic design of the Garden existing on the effective date of the City’s Master Site Plan that was approved on September 13, 2010. The Garden shall be maintained based on the Master Site Plan and the Guiding Principles in Attachment A. The Foundation shall conduct its services, including any Foundation plant propagation, in a manner that ensures public access consistent with the Conservation Easement and the Master Site Plan.
- 2.2 Plant Collections. The Foundation shall maintain, enhance and develop the plant collections and nursery displays, and where appropriate add new specimens. Computer and other records pertaining to the botanic collection, including mapping plant locations shall be maintained and updated as necessary.
- 2.3 Public Outreach and Education. The Foundation shall provide staff for supervision of volunteers, docent/steward training programs, garden tours, horticultural programs, lectures and other educational programs.
- 2.4 Work Plan. The Foundation shall prepare on or before July 15 of each year an annual work plan for the operation and maintenance of the Garden outlining a proposed schedule of activities, planned events, anticipated volume of visitors, and budget for the upcoming year. This plan shall include budget recommendations for City expenditures to enhance the Garden and include sustainability practices. The budget may include a line item request for funding



for one-time equipment expenditures necessary to fulfill the responsibilities outlined in this Agreement.

- 2.5 Irrigation. The Foundation shall perform routine maintenance and repair of the irrigation system.
- 2.6 Equipment Maintenance. The Foundation shall perform routine maintenance and repair of site equipment that is used by the Foundation to maintain the Garden.
- 2.7 Buildings, Greenhouse, and Parking Lot Use and Maintenance. The Foundation shall be responsible for routine maintenance of the spaces used by the Foundation within the Buildings (the basement office, bathroom, and storage areas within the Home), the Parking Lot, the Structures, and the Greenhouse. The Foundation shall be responsible for any maintenance or repair of the Greenhouse and Structures. For clarity, this obligation shall not extend to the maintenance or repair of the Buildings, utilities on the property, or the parking lot. The Foundation shall notify City representative of any major repair issues on the Property of which the Foundation becomes aware.
- 2.8 Maintenance of Artwork. The Foundation shall be responsible for the cleaning and required maintenance of temporary art installed as part of Foundation programming.

3. City's Performance

- 3.1 Waste Pickup. The City or the City's contractor shall haul garbage, yard debris and recyclables from the designated bins at the Garden. Upon request by the Foundation, the City may assist with annual spring and fall clean-up at the Garden by hauling away extra waste and debris upon written request to and approval by the Parks Director. The Foundation shall be allowed to haul extra non-hazardous waste and debris to the City's disposal facility at Hamlin Park without prior approval from the Parks Director.
- 3.2 City Support for Garden Maintenance. Upon request by the Foundation, City staff and equipment may be made available as resources allow. All requests shall be submitted in writing to the Parks Director.
- 3.3 Utilities for Garden Maintenance. The Foundation shall not be responsible for the payment of electrical, water, and sewer used for Garden maintenance.
- 3.4 Maintenance of Facilities. The City shall be responsible for non-routine maintenance and repairs to the buildings, parking lot, primary walkways, and fences. City staff may make modifications to the irrigation system and shall be responsible for major maintenance to the irrigation system. City staff shall be responsible for spring irrigation system activation and fall winterization of irrigation and well equipment.
- 3.5 Maintenance of Artwork. The City shall be responsible for the cleaning and required maintenance of City-owned permanent artwork installed on the property unless by an

amendment to this Agreement.

- 3.6 Printing. The City shall provide a printing allowance for marketing materials for the Garden, as determined by the annual budget. Additional printing requests may be submitted to the Parks Director.
- 3.7 Grant Writing / Other Fund Raising Assistance. The City may provide grant writing research and assistance to the Foundation, as resources are available.
- 3.8 Security. The City shall maintain signage stating the name of the Garden and the hours of operation. The City shall consult with the Foundation to provide a live-in caretaker to perform routine park closing duties and grounds patrol. The City shall maintain necessary fencing limiting public access per the Master Site Plan.
- 3.9 Use of Property for Fundraising. The Foundation may use the Property for Foundation-sponsored events and programs without prior approval of the City consistent with Attachment B and as long as the events and programs do not conflict with City sponsored activities or limit reasonable public access. The Foundation may use existing Garden plant stock for on-site plant propagation for exclusive fundraising by the Foundation as long as the propagation does not damage existing plant stock or interfere with Garden aesthetics or public access. The Foundation may conduct ongoing plant sales and a larger annual plant sale event on the Property and the parties shall identify areas of the Property that may be secured from public access by the Foundation for these retail sale activities.
- 3.10 Marketing: Promotion of Garden and Class Registration. The City may market Garden activities in the Recreation Guide and advertise activities in the City *Currents* publication as space is available. In addition, the City may include Garden information on the City website. The City cable Channel 21 may be available for Garden information and City sponsored events and programs. No fee shall be charged to the Foundation for marketing Garden-related activities such as activities aimed at increasing Garden awareness, use, or improvement. No fee shall be charged to the Foundation for processing registration for activities and classes published in the Recreation Guide or for online registration for Foundation classes and events.
- 3.11 Use of City Facilities for Foundation Meetings and Fundraising. Subject to prior scheduling approval from the City, the Foundation may use the City Hall facilities for monthly meetings, public workshops sponsored by the Foundation, and its annual fundraising event. No fee shall be charged for rental of the City Hall facilities. Use of City facilities must comply with the City's Rental Policies.

4. Payments

- 4.1 Quarterly Allowance. The City shall pay to the Foundation a quarterly allowance for services for Garden maintenance and enhancement. A Request for Reimbursement form and supporting quarterly report shall be completed and submitted to the Parks Director within five working days of completion of the quarter for which reimbursement is sought. The City shall reimburse the Foundation within 21 calendar days of receiving the Request for



Reimbursement form. The quarterly reimbursement shall be 25% of the amount approved annually by the City Council in the annual budget.

- 4.2 Prevailing Wage. The Foundation shall pay its personnel the State prevailing wages for laborers. The minimum prevailing wage rate paid for each year shall be the rate in effect on January 1 of each year. The Foundation shall file annually the Intent to Pay Prevailing Wages form and an Affidavit of Wages Paid form with the Department of Labor and Industries. At the request of the City, the Foundation shall share its payroll information with the City.

5. Implementation of Agreement

- 5.1 Meetings. The parties shall meet once a quarter or more often if needed for progress/status reports and to manage issues as they arise.
- 5.2 Annual Report. An annual report shall be completed by the Foundation for presentation to the Parks, Recreation and Cultural Services Board and/or the City Council during the second quarter of the following year. This report shall include all revenues and expenditures for the year, annual Garden attendance figures, a listing of all classes and activities, and a listing of any Garden improvements.

6. Insurance and Indemnification

- 6.1 Property Insurance. The City shall provide property insurance covering the premises.
- 6.2 Liability Insurance. The Foundation shall obtain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The policy is to contain, or be endorsed to contain, provisions that (1) Foundation's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Foundation's insurance; and (2) Foundation's insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City.
- 6.3 Indemnification.
- 6.3.1. The City shall defend, indemnify, and hold the Foundation, its directors, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement.
- 6.3.2. The Foundation 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 resulting from the negligent, gross negligent and/or

Attachment C

intentional acts, errors or omissions of the Foundation, its agents or employees arising out of or in connection with the performance of this Agreement.

6.3.3. It is further specifically and expressly understood that the indemnification provided herein constitutes the City and Foundation's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

7. Service Agreement Term and Termination

7.1 Term. The term of this Agreement shall be five (5) years starting on the effective date, with five 5-year options to extend by mutual agreement, unless earlier terminated as provided herein ("Term").

7.2 Termination. The Parties may terminate this Agreement with cause only after compliance with the dispute resolution process under Sections 8.1 and 8.2. In the event of such termination, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Foundation pursuant to this Agreement shall be submitted to the City.

8. Remedies

8.1 Notice and Opportunity to Cure. In the event either party fails to perform as required by this Agreement, written notice of the default shall be given and the defaulting party shall have thirty (30) days from the date of receipt of the notice to cure the default or longer if circumstances warrant.

8.2 Dispute Resolution. If the default is not cured after notice within the timeframe specified in Section 8.1, the parties shall enter into non-binding mediation with a mutually agreeable third party as the mediator. If such mediation is not successful, then the parties shall proceed to binding arbitration.

8.2.1. In the event this Agreement is terminated by the City, the Foundation shall be entitled to a prorated payment of the quarterly allowance and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent either party from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Foundation. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

8.2.2. The Foundation reserves the right to terminate this Agreement with not less than one hundred eight (180) days written notice, or in the event the City fails to pay the Foundation's outstanding invoices within 30 days following notice of default.



8.2.3 If the Foundation dissolves, liquidates or is otherwise unavailable to perform the scope of services, the City may, at its option, after written notice cancel this Agreement.

9. Ownership of Documents

- 9.1 All documents, data, drawings, specifications, software applications and other products or materials produced by the Foundation in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Foundation are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Foundation harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Foundation upon confirmation from the City that they are subject to disclosure under the Public Records Act.
- 9.2 The Foundation shall preserve the confidentiality of all City documents and data that the City identifies in writing as confidential at the time of disclosure and is accessed for use in Foundation's work product.

10. Independent Contractor Relationship

- 10.1 The Foundation is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Foundation and the City during the period of the services shall be that of an independent contractor, not employee. The Foundation, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Foundation shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Foundation shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Foundation is to be paid by it alone, and that in employing such workers, it is acting individually and not as an agent for the City.
- 10.2 The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Foundation or any employee of the Foundation.

11. Notice

Unless otherwise directed in writing, all notices and reports shall be delivered to the Parties at the following addresses:

Foundation at: Kruckeberg Botanic Garden Foundation
 P.O. Box 60035
 Shoreline, WA 98160-0035
 20312 15th Ave NW
 Shoreline, WA 98177

City at: Shoreline PRCS Director
 17500 Midvale Ave. N.
 Shoreline, WA 98133-4905

12. General Provisions

- 12.1 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto.
- 12.2 Effective date. The effective date of this Agreement shall be when fully executed by both parties.
- 12.3 Modification. This Agreement may be modified only by written agreement of the Parties.
- 12.4 Assignment. Parties may not assign their interests under this Agreement.
- 12.5 Third Party Rights. Under no circumstances shall this Agreement create any third party rights.
- 12.6 Authority. Any undersigned representative of a party to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally execute, and bind such party to, this Agreement.
- 12.7 Captions. The captions of this Agreement are for convenience and ease of reference only, and in no way define, limit, or describe the scope or intent of this Agreement.
- 12.8 Governing Law. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Washington.
- 12.9 Venue. Venue for any action to enforce this Agreement shall be King County, Washington.
- 12.10 Nondiscrimination. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational



qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

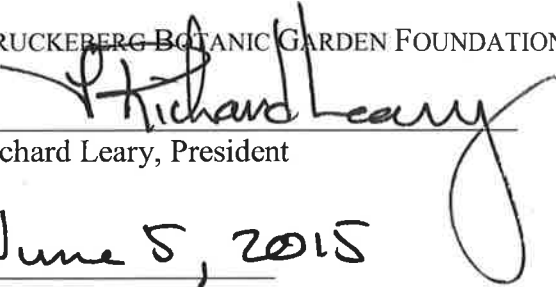
12.11 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

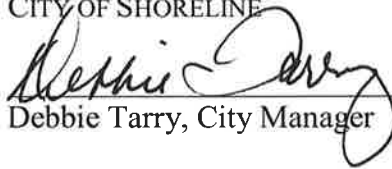
12.12 Parties Bound. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates provided below.

KRUCKERBERG BOTANIC GARDEN FOUNDATION

CITY OF SHORELINE

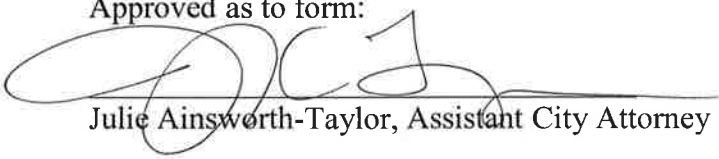

Richard Leary, President


Debbie Tarry, City Manager

June 5, 2015
Date

7/17/15
Date

Approved as to form:


Julie Ainsworth-Taylor, Assistant City Attorney

ATTACHMENT A

Guiding Principles for the Kruckeberg Botanic Garden

Arthur R. Kruckeberg

The founding principle of the **Kruckeberg Botanic Garden** was that plant diversity is one of the wonders of the natural world and that there is both scientific and educational value to presenting that diversity in a natural setting. The setting of the Garden is that of a remnant Puget Sound lowland ecosystem, with a matrix of native conifers and understory vegetation among which plants from this and other biomes are grown that complement the beauty and diversity of the native flora. Throughout the development of the Garden, plants, whether native or exotic, have been selected for their beauty and uniqueness, thus providing the added amenity of horticultural value for the plants in the collection.

In order to preserve this vision for the future of the **Kruckeberg Botanic Garden**, the following principles can serve as a guide to the future management of the Garden.

- The native flora of the Pacific Northwest (PNW) should always be a primary theme in the Garden and should be defined by the broad climatic zone that is shared by a contiguous region ranging from Northern California to parts of the northern Rockies west to Montana and north to British Columbia.
- The Garden should maintain a preference (though this need not be exclusive) for plants in naturally occurring form, including natural hybrids and varieties, over garden hybrids and cultivars. However, the overriding principle of diversity and the goal of having plants that complement naturally occurring forms permits the judicious selection of garden varieties.
- For plants not native to the PNW, plants from similar climatic zones and plants taxonomically related to our native flora should have preference. Due to the climatic similarity and biogeographic connection, East Asian plants are a strong preference. Secondly, other cool temperate Mediterranean climates (e.g., Chile), will provide valuable components to the Garden.
- Represented in the Garden are several taxonomic groups and one specialized ecological habitat that are of particular interest to the founders and of particular value due to the diversity of these collections. These include the oaks (*Quercus* spp.), conifers (especially the diversity of unusual conifer families and genera), and the serpentine garden, which represents the founder's primary contributions to science. Other taxonomic groups that would fit well with the principles on which the Garden has been developed and might merit augmenting include maples (*Acer* spp.), witch hazels (*Hamamelidaceae*), and the hydrangea family (*Hydrangeaceae*). In addition, continued expansion of native woodland

herbaceous perennials would be desirable and would permit increased biodiversity in a space-limited setting.

- While the woodland garden is a prominent theme in the Garden, the 'meadows' provide an important habitat to display sun-loving plants and special collections in rockeries, including the serpentine collection. An effort should be made to prevent over-planting the meadows with trees, in order to maintain the high-light environment necessary for these collections and to preserve the vision of expansiveness of the open meadow.
- The Garden should continue to serve as a reserve for germplasm of rare and unusual plants from the PNW and elsewhere. The Garden should participate in native plant seed collection and support collaborations that bring appropriate new plants into the Garden from foreign locations. Propagation of the Garden's diversity by the MsK Nursery shall be perpetuated.
- The Garden should continue to be managed as the primary source material for the MsK Nursery. Where feasible, existing plants should be perpetuated from Garden collections.
- The Garden should take care to avoid the use of showy displays of cultivated plants for aesthetic purposes only.

ATTACHMENT B

The Foundation is required to seek City approval for the following types of events:

1. Events with 50 individuals or more.
 2. Events with sound amplification devices.
 3. Events where concessions are sold.
 4. Events where liquor is sold.
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