

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, September 25, 2017 5:45 p.m.

Conference Room 222 · Shoreline City Hall 17500 Midvale Avenue North

1. CALL TO ORDER

5:45 p.m.

2. QUALITY OF LIFE PARTNERS

- Shoreline/Lake Forest Park Arts Council
- Shoreline Historical Museum
- Shoreline Senior Center

3. ADJOURNMENT

6:45 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: August 21, 2017

TO: Shoreline City Council

FROM: Mary Reidy, Recreation Superintendent

RE: Quality of Life Partners 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

Bob Lohmeyer, Director, Shoreline/LFP Senior Center

Each year the City supports organizations that enhance the quality of life for Shoreline residents as a cost effective way to provide services to the community. Tonight, Council will hear information from the Directors of three of these partners: the Shoreline-LFP Arts Council, Shoreline Historical Museum 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 Shoreline/LFP Senior Center has also been a long-time partner providing services to area seniors. While the Senior Center was historically funded competitively through the City's human services budget, this was altered in 2016, and as such, the budget reflects the move to having these services funded with general fund dollars in the Parks, Recreation and Cultural Services budget.

This year the Arts Council and Historical Museum contracts transitioned from annual to biennial, with the first two-year cycle being 2017-2018. This change was not made for the Shoreline/LFP Senior Center contract.

Each organization will speak briefly tonight about their 2016 and 2017 accomplishments to date, as well as their short and long-term plans for the future. They will also provide a list of their remaining 2017 schedule of events and activities. For Council's reference, attached to this staff report are the scopes of work for the service contracts between the City and 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 \$60,000 (both 2016 and 2017)
- 16.3% of total budget in 2016

Shoreline Historical Museum

- City support \$60,000 (both 2016 and 2017)
- 25% of total budget in 2016

Shoreline/LFP Senior Center

- 2016 City support \$121,708 (\$95,708 Community Services Competitive Grant process, \$26,000 one-time supplemental for Center revenue shortfall backfill)
- 2017 City support \$121,708 (\$95,708 General Fund in PRCS, \$26,000 one-time supplemental for Center revenue shortfall backfill)
- 23.2% of total budget in 2016

Attachments:

- Attachment A 2017-2018 Shoreline-LFP Arts Council Service Contract Scope of Work
- Attachment B 2017-2018 Shoreline Historical Museum Service Contract Scope of Work
- Attachment C 2017 Sound Generations (Shoreline/LFP Senior Center) Service Contract Scope of Work

Attachment A - Exhibit A

CITY OF SHORELINE SCOPE OF WORK AND COMPENSATION

2017 - 2018 17500 Midvale Ave., N., Shoreline, WA 98133 (206) 801-2700 Fax (206) 546-7868

Shoreline-Lake Forest Park Arts Council

1. <u>Cultural Programs and Community Outreach</u>. 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. Identify the City as a primary festival sponsor in media releases.

Concerts/Performances in the Parks

Minimum of five evening summer concerts/performances in Shoreline parks and facilities.

Arts & Culture Events

Adult/family series featuring a minimum of three different events in Shoreline during the winter, spring, and fall, such as 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 three different events during the winter and spring.

Community Outreach

Respond to and work with a variety of community organizations, including the City, on arts related projects including:

- Advise and consult, as representative of the arts community, with the City on Public Art projects such as Piano Time and Groundswell.
- Sponsor the Summerset Arts Festival, in years in which it occurs.
- Sponsor grants for the arts for teens and ethnic minorities
- Sponsor 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.

Portable Works

Enhance City facilities by making selections available from the Portable Works collection upon 14-days prior request.

2. <u>Performer Contracts.</u> 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, if requested by the City, or hands-on arts activity at the City's Celebrate Shoreline festival.

Hamlin Haunt

One evening performance or hand-on arts activity at the City's Hamlin Haunt Halloween event.

3. Collaboration.

- A. The Arts Council agrees to meet four times per year with the City and other community partners to discuss leveraging community dollars and support in marketing and programming.
- B. The Arts Council will provide the PRCS Director and Public Art Coordinator announcements of Arts Council Board meetings, meeting agendas and approved minutes from Board meetings in a timely fashion.
- 4. <u>City Regulations</u>. The Shoreline Lake Forest Park Arts Council agrees to comply with all City regulations.
- 5. <u>City Recognition</u>. Identify the City of Shoreline as the primary "co-sponsor" of these programs, 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 verbal recognition at indoor events.

6. Marketing and Publicity.

- A. The Shoreline Lake Forest Park Arts Council agrees to assist with marketing of City-sponsored arts events. The Arts Council will share Calls for Art and include City arts events on the Arts Council calendar and share arts events with the Arts Council e-news list, the City will provide information and photos, when appropriate, on these items in a timely fashion.
- B. 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. Showmobile Use. The Arts Council agrees to allow the City of Shoreline to use 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. Compensation. Annual compensation shall be payable in four equal payments. Each payment shall equate to 25% of the amount approved by the City Council in the annual city budget. 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. If substantial changes (15% or more) in funding levels occur from one year to the next either party has the right to request re-negotiation of this Scope of Work.
- 9. Reporting. The Arts Council will include an annual statement of how City funds were allocated with the final Billing Voucher in November. The Arts Council will provide the City a copy of its annual report to funders.

Attachment A - Exhibit A

CITY OF SHORELINE

SCOPE OF WORK AND COMPENSATION

17500 Midvale Ave., N., Shoreline, WA 98133 (206) 801-2600 Fax (206) 801-2780

Shoreline Historical Museum 2017

Scope of Services to be Provided by the Consultant during the term of this agreement: The Consultant shall furnish to City of Shoreline residents programs to support education and understanding of the history of Shoreline.

1. Exhibits

- Museum Exhibits 2 rotating/temporary exhibits
 - The Farmer in the Dell: The History of Growing Food in the Community (January 2017 thru March 31)
 - The Centennial of the Lowering of Lake Washington 1917-2017 -Economic and Environmental Effects (opens in May)
- Traveling Exhibits
 - The exhibits will be marketed in SHM e-newsletter and in brochure.
 - Provide two different traveling exhibits, available to other museums, schools and/or organizations on request with goal of loaning them out twice a year. Borrowing institutions to keep loaned exhibits for at least a 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-off activities.
 - c. Work with City PRCS staff to maximize marketing efforts for event.
- 5. Community Partnership Development -

- a. Meet 4 times a 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.
- 7. The Museum facility will be open year-round, with 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. 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.
- 9. The Director will present an annual presentation to the City Council on programs and services provided to the community.
- 10. The Consultant shall maintain files for this project containing the following items:
 - a. Motions, resolutions, or minutes documenting Board or Council actions;
 - b. A copy of this contract on this project;
 - c. Correspondence regarding budget revision requests;
 - d. Copies of all invoices and reports submitted to the City for this Exhibit;
 - e. Bills for payment;
 - f. Copies of approved invoices and other documentation;
 - g. All records required by this agreement shall be retained by the Consultant for a minimum of seven (7) years, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the seven-year period. The period of time shall commence on January 1 of the year following the year in which the final invoice was paid.

11. Contract Administration.

a. The Consultant will notify the City, in writing, within ten (10) days of any changes in program personnel or signature authority.

- b. The Consultant's main contact for the day-to-day operations of the program will be Victoria Stiles.
- c. The City's main contact for the day-to-day contract administration will be Mary Reidy.
- d. The Consultant will provide the City with a copy of their independent audit, when completed.

12. Compensation

Annual compensation shall be payable in four equal payments. Each payment shall equate to 25% of the amount approved by the City Council in the annual city budget. If substantial changes (15% or more) in funding levels occur from one year to the next either party has the right to request re-negotiation of this Scope of Work.

13. Reports and Reimbursement Requests.

- a. Reimbursement forms and instructions will be provided to the Consultant with the fully executed contract. All required reports must accompany the invoice statement in order to receive payment.
- b. A completed Program Attendance Form (Exhibit D) must accompany each Billing Voucher.
- c. A Taxpayer Identification Number (Exhibit C) must be submitted prior to any requests for funds.
- d. Expenses must be incurred prior to submission of quarterly reimbursement requests.
- e. Estimated quarterly payments are contingent upon meeting or exceeding the above performance measure(s) for the corresponding quarter. This requirement may be waived at the sole discretion of the City with satisfactory explanation of how the performance measure will be met by year-end.



Contract No. <u>8676</u>
Brief Description: Services for Shoreline Seniors

Shoreline
City Clerk
Receiving
Number
8676

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and <u>Sound Generations</u>, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to <u>furnish City of Shoreline residents</u> programs to support health and social services at the Shoreline/Lake Forest Park Senior Center and

WHEREAS, the City has selected Sound Generations to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$121,708, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

A. The term of this Agreement shall commence <u>February 13, 2017</u> and end at midnight on the <u>31st</u> day of <u>December, 2017</u>.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City 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 Consultant. 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.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant 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 Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant 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 Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, 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 Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant 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 Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. 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 Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant 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 intentional acts, errors or omissions of the Consultant, its agents or employees 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 Consultant and the City, its officers, officials, employees, 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 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.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

- 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.
- A. <u>Professional Liability, Errors or Omissions</u> insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. <u>Automobile Liability</u> insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. 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.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager City of Shoreline

17500 Midvale Avenue N Shoreline, WA 98133-4905

(206) 801-2700

Consultant Name: <u>Paula Houston</u> Name of Firm: <u>Sound Generations</u>

Address: 2208 Second Avenue, Suite 100

Address: Seattle, WA 98121
Phone Number: (206)448-5766

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): Mary Reidy, Recreation Superintendent.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. 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. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

Name: Debra S. Tarry

Title: City Manager

Date: 20 28 17

By:

CONSULTANT

Name: Paula Houston Tourne Denokre

Title: Chief Executive Officer VP

Date: $\frac{3-2t-17}{2}$

Approved as to form:

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)

AGREEMENT FOR HUMAN SERVICES SCOPE OF SERVICES TO BE PERFORMED AND PROGRAM PERFORMANCE MEASURES

Scope of Services to be Provided by the Consultant during the term of this agreement: The Consultant shall furnish to City of Shoreline residents programs to support health and social services at the Shoreline/Lake Forest Park Senior Center. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$121,708 in Shoreline General Funds.

1. Services to be Provided.

The Consultant shall use City General funds to provide health services and social/recreational services at the Shoreline/Lake Forest Park Senior Center. These activities may include, but are not limited to: social, recreational and arts/crafts programs, educational programs, nutrition programs, health programs, health maintenance services, counseling and support services, financial and legal assistance, community services, and transportation services.

The Shoreline Lake Forest Park Senior Center will provide a minimum of 245 days of operation during the calendar year of 2017.

2. Program Requirements and Performance Measures.

a. Performance Measures (to be reported quarterly)

	Total in Year 2017
Number of unduplicated Shoreline residents served	1,595
Health Services Hours	16831
Social/Recreational Services Hours	19434

b. Program Capacity Building

Attend bi-monthly meetings with City staff to address the following:

- 1. Current cost recovery strategy
- 2. Current budget forecast and methodology
- 3. Review and assess current program offerings
- 4. Partnership opportunities, current and potential
- 5. Sustainability plan
- 6. Site stability assessment
- 7. Develop 5 year plan for service delivery

3. The Consultant shall maintain files for this project containing the following items:

- a. Motions, resolutions, or minutes documenting Board or Council actions;
- **b.** A copy of this contract on this project;
- c. Correspondence regarding budget revision requests;

- d. Copies of all invoices and reports submitted to the City for this Exhibit;
- e. Bills for payment;
- f. Copies of approved invoices and other documentation;
- g. All records required by this agreement shall be retained by the Consultant for a minimum of seven (7) years, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the seven-year period. The period of time shall commence on January 1 of the year following the year in which the final invoice was paid.

4. Contract Administration.

- **a.** The Consultant will notify the City, in writing, within ten (10) days of any changes in program personnel or signature authority.
- **b.** The Consultant's main contact for the day-to-day operations of the program will be Bob Lohmeyer.
- **c.** The City's main contact for the day-to-day contract administration will be Mary Reidy.
- **d.** The Consultant will provide the City with a copy of their independent audit, when completed.

5. Reports and Reimbursement Requests.

- **a.** The Consultant shall submit a Billing Voucher and supporting forms on a Quarterly basis until the funds are expended. Deadlines for these reports are as follows:
 - 1st Quarter: April 14, 2016 or within 10 days of notice to proceed, whichever is later;
 - 2nd Quarter: July 14, 2017;
 - 3rd Quarter: October 13, 2017; and
 - 4th Quarter: Final Billing Voucher due January 12, 2018.
- **b.** These forms and instructions will be provided to the Consultant with the fully executed contract. All required reports must accompany the invoice statement in order to receive payment.
- **c.** Expenses must be incurred prior to submission of quarterly reimbursement requests. Proof of expenditures must be attached to the reimbursement request for invoice to be approved.
- **d.** Estimated quarterly payments are contingent upon meeting or exceeding the above performance measure(s) for the corresponding quarter. This requirement may be waived at the sole discretion of the City with satisfactory explanation of how the performance measure will be met by year-end.