

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorize City Manager to execute a contract between the City of Shoreline and the Shoreline-Lake Forest Park Arts Council
DEPARTMENT: Parks, Recreation and Cultural Services Department
PRESENTED BY: Lynn Cheeney, Recreation Superintendent

PROBLEM/ISSUE STATEMENT:

The City Council authorized \$63,525 in the 2006 Parks, Recreation and Cultural Services budget for the Shoreline-Lake Forest Park Arts Council to provide educational and cultural opportunities for citizens of Shoreline. These include but are not limited to Concerts in the Parks, Arts in Culture Series, Children's Series and the Shoreline Arts Festival. City purchasing policies require contracts exceeding \$50,000 to be reviewed and approved by Council action.

FINANCIAL IMPACT:

This contract was anticipated and included in the 2006 budget.

RECOMMENDATION

Staff recommends City Council to authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Lake Forest Park Arts Council in the amount of \$63,525 to provide educational and cultural opportunities for the citizens of Shoreline.

Approved By: City Manager  City Attorney _____

INTRODUCTION

The City of Shoreline has contracted with the Shoreline-Lake Forest Park Arts Council since 1996. Funding is allocated in the Parks, Recreation and Cultural Services budget.

BACKGROUND

The City has enjoyed a successful partnership with the Shoreline-Lake Forest Park Arts Council. The first allocation was for \$50,000 and included many of the programs currently made available by this funding.

Programs and activities made possible by this contract include:

Shoreline Arts Festival

Two-day summer event presenting a wide variety of arts for all ages, including visual, performing, cultural and literary event, activities, exhibits, and programs.

Concerts/Performances in the Parks

Six evening summer concerts/performances in Shoreline parks.

Arts in Cultural Series

Adult/family series featuring a minimum of four different performances events during the fall, winter and spring.

Children's Series

Children's/family series featuring a minimum of three different performance events during the winter and spring.

Community Outreach

Includes responding to and working with a variety of community organizations on arts related projects.

Celebrate Shoreline

Provide one performance at the City's Celebrate Shoreline festival.

Hamlin Haunt

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

RECOMMENDATION

Staff recommends City Council to authorize the Interim City Manager to execute a contract between the City of Shoreline and the Shoreline Lake Forest Park Arts Council in the amount of \$63,525 to provide educational and cultural opportunities for the citizens of Shoreline.

ATTACHMENTS

Exhibit A – 2006 Contract between the City of Shoreline and the Shoreline Lake Forest Park Arts Council.



Contract No. 3644

Brief Description Shoreline-Lake Forest Park Arts Council

**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 Shoreline-Lake Forest Park Arts Council, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide educational and cultural services for its citizens; and

WHEREAS, the City has selected Shoreline-Lake Forest Park Arts Council 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.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$63,525, including all fees and reimbursable expenses.
- 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 Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence January 1, 2006 and ends at midnight on the 31st day of December, 2006.
- B. The work, as described in Exhibit A, will be scheduled for completion by no later than the 31st day of December, 2006.

4. Termination.

- A. The City reserves the right to terminate or suspend 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 60 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.

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- ~~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. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.~~
- B. 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. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

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 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 and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. 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) City shall be an additional insured and 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. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

FPE City Attorney

B. Commercial General Liability insurance covering premises, operations, independent contractors 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 Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

If initialed, above insurance requirement is waived.

_____ City Attorney

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

If initialed, above insurance requirement is waived.

_____ City Attorney

9. 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.

10. 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.

11. 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. 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
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Consultant Name: Ros Bird
Name of Firm: Shoreline-Lake Forest Park
Arts Council
Address: PO Box 55354
Address: Shoreline, WA 98155
Phone Number: (206) 417-4645

13. 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.

14. General Administration and Management.

The City's contract manager shall be (name and title): Lynn M. Cheeney, Recreation Superintendent

15. 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.

16. 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

CONSULTANT

By: _____
Name: Robert Olander
Title: Interim City Manager

By: _____
Name: Ros Bird
Title: Executive Director

Date: _____

Date: _____

Approved as to form:

By: Flannery P. Collins
Flannery P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C

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

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

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 event, activities, exhibits, and programs.

Concerts/Performances in the Parks

Six evening summer concerts/performances in Shoreline parks.

Arts in Cultural Series

Adult/family series featuring a minimum of four different performances events during the fall, winter and spring.

Children's Series

Children's/family series featuring a minimum of three different performance events during the winter and spring.

Community Outreach

Includes responding to and working with a variety of community organizations on arts related projects.

Celebrate Shoreline

Provide one performance at the City's Celebrate Shoreline festival.

Hamlin Haunt

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

2. 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 shall include, 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.
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- 3. A Bill 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.
 - 4. 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.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

Contract No. _____

Firm Name: Shoreline-Lake Forest Park Arts Council

Mailing Address: PO Box 55354 Shoreline, WA 98155

| | |
|-----------------------------------|----------------------------|
| Invoice No.: _____ | Invoice Date: _____ |
| Amount of Invoice \$ _____ | |

Contract Expiration Date: December 31, 2006 Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

| | |
|--|----------|
| Total Contract Amount, (including amendments) | \$ _____ |
| Previously Billed | \$ _____ |
| Current Invoice Request | \$ _____ |
| Total Payments Requested to date | \$ _____ |
| Contract Balance Remaining | \$ _____ |

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

| | |
|--------------------------------|-------------|
| <i>For Department Use Only</i> | |
| Approved for Payment: | |
| _____ City of Shoreline | Date: _____ |

**EXHIBIT C
CITY OF SHORELINE
TAX IDENTIFICATION NUMBER**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Partnership Government Agency
 Individual/Proprietor Other (please explain)

TIN # _____

SS # _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: Shoreline-Lake Forest Park Arts Council,

Business Address: PO Box 55354 Shoreline, WA 98155

Business Phone: (206) 417-4645

Date

Authorized Signature (required)