

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute the 2017 – 2018 Shoreline Historical Museum Contract		
<b>DEPARTMENT:</b>	Parks, Recreation and Cultural Services		
<b>PRESENTED BY:</b>	Mary K. Reidy, Recreation Superintendent		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline has contracted with the Shoreline Historical Museum since 1996 to provide educational and heritage opportunities for the citizens of Shoreline. The Museum provides valuable historic preservation and heritage information to the City and the Shoreline community, as well as interactive activities that bring our history to life.

In 2017 the Museum will feature two rotating/temporary exhibits and in 2018 two different exhibits will be featured. Each year the Executive Director of the Shoreline Historical Museum, Vicki Stiles, will present a detailed update and briefing on museum programs and attendance to the City Council. A scope of work for the Shoreline Historical Museum contract is attached to this staff report as Attachment A.

Traditionally, the contract has been for a one year term. However, to assist in contract management and efficiency, the City is transitioning from an annual contract to a 2-year contract (Attachment A).

**RESOURCE/FINANCIAL IMPACT:**

The financial impact of this contract was included in the 2017 Parks, Recreation and Cultural Services budget for \$60,000. The budget amount for 2018 will be determined in the 2018 budget process and an amendment will be executed to reflect any necessary change in compensation. City purchasing policies require Council authorization for service contracts exceeding \$50,000.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a two-year contract between the City of Shoreline and the Shoreline Historical Museum for a maximum amount of \$120,000 to provide educational programs and exhibits for the Shoreline community.

Approved By: City Manager **DT** City Attorney **MK**

**ATTACHMENTS (Optional)**

Attachment A 2017-18 Agreement for Services - Shoreline Historical Museum



Contract No. 8674

Brief Description: Shoreline Historical Museum

**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 The Shoreline Historical Museum, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to provide historical and educational programs and exhibits for the Shoreline community and

WHEREAS, the City has selected The Shoreline Historical Museum 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 \$60,000 per year, 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 January 4, 2017 and end at midnight on the 31st day of December, 2018.

**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. Professional Liability, Errors or Omissions 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. 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 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

**Attachment A**

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: Vicki Stiles  
Name of Firm: Shoreline Historical Museum  
Address: PO Box 55594  
Address: Shoreline, WA 98155  
Phone Number: 206-542-7111

**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 K. 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**

**CONSULTANT**

By: \_\_\_\_\_  
Name: Debbie Tarry  
Title: City Manager

By: \_\_\_\_\_  
Name: Victoria Stiles  
Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

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

**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.