

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Motion to Authorize the City Manager to Execute the 2017-2018 Shoreline-Lake Forest Park Arts Council Contract |
| DEPARTMENT: | Parks, Recreation and Cultural Services |
| PRESENTED BY: | Eric Friedli, PRCS Director |
| ACTION: | <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-Lake Forest Park Arts Council since 1996 to assist in providing educational and cultural opportunities for the Shoreline community. Since that time, the City and the Shoreline-Lake Forest Park Arts Council have enjoyed a positive relationship serving the Shoreline community with a variety of programs and events that would not be possible without this partnership.

Programs funded by the City and provided by the Arts Council include, but are not limited to, Concerts in the Park, a Children's performance series, the annual Shoreline Arts festival and various workshops throughout the year. The annual scope of work for the Arts Council contract is included in Attachment B.

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 for 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-Lake Forest Park Arts Council for two-year maximum amount of \$120,000 to provide educational and cultural opportunities for the Shoreline community.

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

ATTACHMENTS (Optional)

Attachment A 2017-18 Agreement for Services - Shoreline-Lake Forest Park Arts Council



Contract No. 8706

Brief Description: Shoreline-Lake Forest Park Arts Council 2017-18

**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, arts and cultural services to 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. 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

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: Executive Director
Name of Firm: Shoreline-Lake Forest Park Arts Council
Address: 18560 1st Ave NE
Address: Shoreline, WA 98155
Phone Number: 206-417-4645

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): Public Art Coordinator.

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: Lorie Hoffman
Title: Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Julie Ainsworth-Taylor, Assistant City Attorney

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

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. **Cultural Programs and Community Outreach.** 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. **Performer Contracts.** 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. **City Regulations.** The Shoreline Lake Forest Park Arts Council agrees to comply with all City regulations.

5. **City Recognition.** 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.

DRAFT