

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute Two Memoranda of Understanding with the Cultural Development Authority of King County (4Culture) for the Ongoing Maintenance of County-Owned Artwork Located in City Parks
DEPARTMENT:	Parks, Recreation & 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:

There are two existing pieces of art in City parks that are owned by King County’s Cultural Development Authority, which is commonly known as 4Culture: “Welcoming Figure” (Steve Brown, Andy Wilbur, Joe Gobin) located at Richmond Beach Saltwater Park, and “The Kiss” (Michael Sweeney) at Ronald Bog Park.

The proposed Memoranda of Agreement with King County for each piece of art (Attachments A and B) detail the ownership, maintenance, funding, and other responsibilities of the County and the City.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact related to the proposed action, though the agreements include provisions whereby the City agrees to maintain the area and amenities near each piece in their respective parks. This is within the City’s usual scope of work, and maintenance of this sort is already being undertaken and is covered by existing budgets.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute two Memoranda of Understanding with the Cultural Development Authority of King County (commonly known as 4Culture) for the purpose of establishing the respective responsibilities for the King County Art Collection Artwork:

1. “Welcoming Figure,” sited at Richmond Beach Saltwater Park
2. “The Kiss,” sited at Ronald Bog Park

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

INTRODUCTION

The two artworks entitled “Welcoming Figure” (Steve Brown, Andy Wilbur, Joe Gobin) located at Richmond Beach Saltwater Park and “The Kiss” (Michael Sweeney) at Ronald Bog Park are owned by the Cultural Development Authority of King County (commonly known as 4Culture). The previous 10-year Interlocal Agreement between King County and the City of Shoreline related to care of County-owned artwork in parks expired in 2008 and the parties wish to enter into a new agreement.

The County has continued to maintain the sculptures and the City continues to maintain the parkland around sculpture. This informal arrangement has been ongoing even in the absence of an active Memorandum of Understanding.

BACKGROUND

When the City of Shoreline incorporated in 1995, the City entered into an Interlocal Agreement with King County relating to the ownership, funding, operation, and maintenance of parks, open space, recreation facilities and programs. This original Interlocal Agreement, which expired in 2008, included a provision whereby the parties would “...negotiate a long term agreement for the artwork located in parks which protects the artwork, respects the legal rights of the artist(s) and assures continuity of care for and continued public access to these assets.” Neither King County nor City records indicate that such a long term agreement was ever completed.

Two King County-owned artworks are currently located on City of Shoreline park property: “Welcoming Figure” at Richmond Beach Saltwater Park and “The Kiss” at Ronald Bog Park. The Council is asked to authorize the City Manager to execute agreements with King County for the ongoing maintenance and care of these two artworks.

DISCUSSION

The new Agreements for Welcoming Figure (Attachment A) and “The Kiss” (Attachment B) include standard language about various responsibilities: the County assumes repair and maintenance responsibilities for the Artwork(s) for at least 10 years from the date of the Agreement, or for as long as the Artwork(s) remains viable. King County will conduct a visual survey of the Artwork(s) at County expense every 3 years.

The City of Shoreline agrees to maintain the park and grounds where the Artwork(s) are located, avoid placing obstructing objects that might block viewing of the artwork(s), and assumes responsibility for any damage caused by City activities or City employees. The City will pay if the City wants the artwork(s) removed.

RESOURCE/FINANCIAL IMPACT

There is no financial impact related to the proposed action, though the agreements include provisions whereby the City agrees to maintain the area and amenities near each piece in their respective parks. This is within the City’s usual scope of work, and

maintenance of this sort is already being undertaken and is covered by existing budgets.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign two Memoranda of Understanding with the Cultural Development Authority of King County (commonly known as 4Culture) for the purpose of establishing the respective responsibilities for the King County Art Collection Artwork:

1. "Welcoming Figure," sited at Richmond Beach Saltwater Park
2. "The Kiss," sited at Ronald Bog Park

ATTACHMENTS

Attachment A: Memoranda of Understanding with the Cultural Development Authority of King Count for the *Welcoming Figure*

Attachment B: Memoranda of Understanding with the Cultural Development Authority of King Count for *The Kiss*



TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

MEMORANDUM OF UNDERSTANDING

4Culture and the City of Shoreline

Re: Public Artwork at Richmond Beach Saltwater Park

THIS IS AN AGREEMENT between the Cultural Development Authority of King County aka 4Culture on behalf of King County, a municipal corporation, hereinafter referred to as the “County,” and the City of Shoreline, a municipal corporation, hereinafter referred to as the “City” (collectively the “Parties”).

I. PURPOSE

This Agreement is entered into by the County and the City for the purpose of establishing the respective responsibilities for the King County Art Collection Artwork sited at the Richmond Beach Saltwater Park located at 2021 NW 190th Street in the City of Shoreline.

II. BACKGROUND

The County has installed the Artwork entitled *Welcoming Figure* as a benefit to the Shoreline community and to honor the First People of King County. The Artwork is owned by the County and is sited in the City’s Richmond Beach Saltwater Park.

III. DESCRIPTION

The 10 foot tall *Welcoming Figure* depicts a man and woman from a Salish Family unit, and references to the importance of the canoe in their culture. Richmond Beach Saltwater Park is a site of historic Salish canoe landings. Steve Brown led a team of Native Artists (Andy Wilbur and Joe Gobin) in carving the sculpture in red cedar. The carving was cast in bronze by Riverdog Fine Arts Foundry.

IV. AGREEMENT

The following is a statement of each Party’s responsibilities in maintaining the Artwork:

The County will:

1. Site the *Welcoming Figure* Artwork at Richmond Beach Saltwater Park.
2. Retain ownership of the Artwork.
3. Assume repair and maintenance responsibilities for the Artwork for at least 10 years from the date of the Agreement, or for as long as the Artwork remains viable.
4. Conduct a visual survey of the Artwork at the County’s expense once every 3 years, using the services of professional art installers, administrators, and/or conservators.
5. Designate an individual to serve as the liaison to the City for the purpose of carrying out the terms of the Agreement.

The City will:

1. Inform the County in writing of applicable City policies and regulatory requirements.
2. In the event that the City terminates this Agreement and requests removal of the Artwork:
 - a. The City will pay for any and all costs for removal of the Artwork, including the Artwork foundation.
 - b. The County will pay for any and all costs of transporting the Artwork to a new location and reinstallation of the Artwork per their art ownership regulations.

3. Designate an individual to serve as the liaison to the County for the purpose of carrying out the terms of this Agreement.
4. Maintain the park in which the Artwork is sited. Maintenance should include general upkeep of the grounds, including any site amenities such as benches, lighting, and landscaping.
5. Ensure that the existing character of the Artwork site is preserved (i.e. no obstructions will be constructed which will block the viewing of the Artwork.)
6. Inform the County of any damage to the Artwork as soon as possible.
7. Assume responsibility for any damage to the Artwork caused by City activities or City employees.
8. Acknowledge the County's ownership of the Artwork (King County Public Art Collection & 4Culture) in all publicity and printed information regarding the Artwork.

V. RELOCATION/REMOVAL

Issues concerning the integrity and subsequent removal of the Artwork will be governed by the Policies and procedures of the King County Public Art Collection and 4Culture in regard to: removal and/or deaccessioning Artworks; relocation of Artworks; and/or alteration of the Artwork or the Artwork site. Should the artwork need to be removed, the County and the City will agree upon a mutual schedule for removal.

VI. DURATION

This Agreement shall be effective upon signature and authorization by both Parties. The term of the Agreement shall be for ten (10) years or until both parties mutually consent in writing to its termination.

VII. INDEMNIFICATION AND MUTUAL HOLD HARMLESS

The County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of the County, its officers, agents and employees in performing obligations pursuant to this Agreement.

In the event that any suit based on such a claim, action, loss or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgement be rendered against the City and County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

The City shall indemnify and hold harmless the County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement.

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VIII. ADMINISTRATION

1. This Agreement shall be administered by the County through the Executive Director of 4Culture or their designee.



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MEMORANDUM OF UNDERSTANDING

4Culture and the City of Shoreline

Re: Public Artwork at Ronald Bog Park

THIS IS AN AGREEMENT between the Cultural Development Authority of King County aka 4Culture on behalf of King County, a municipal corporation, hereinafter referred to as the “County,” and the City of Shoreline, a municipal corporation, hereinafter referred to as the “City” (collectively the “Parties”).

I. PURPOSE

This Agreement is entered into by the County and the City for the purpose of establishing the respective responsibilities for the King County Art Collection Artwork sited at the Ronald Bog Park located at 2301 N 175th Street in the City of Shoreline.

II. BACKGROUND

The County has installed the Artwork entitled *The Kiss* as a benefit to the Shoreline community. The Artwork is owned by the County and is sited in the City’s Ronald Bog Park.

III. DESCRIPTION

The Kiss is an abstract, painted steel sculpture composed of forms that create a cross. It was created by artist Michael Sweeney.

IV. AGREEMENT

The following is a statement of each Party’s responsibilities in maintaining the Artwork:

The County will:

1. Site *The Kiss* Artwork at Ronald Bog Park.
2. Retain ownership of the Artwork.
3. Assume repair and maintenance responsibilities for the Artwork for at least 10 years from the date of the Agreement, or for as long as the Artwork remains viable.
4. Conduct a visual survey of the Artwork at the County’s expense once every 3 years, using the services of professional art installers, administrators, and/or conservators.
5. Designate an individual to serve as the liaison to the City for the purpose of carrying out the terms of the Agreement.

The City will:

1. Inform the County in writing of applicable City policies and regulatory requirements.
2. In the event that the City terminates this Agreement and requests removal of the Artwork:
 - a. The City will pay for any and all costs for removal of the Artwork, including the Artwork foundation.
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3. Designate an individual to serve as the liaison to the County for the purpose of carrying out the terms of this Agreement.

4. Maintain the park in which the Artwork is sited. Maintenance should include general upkeep of the grounds, including any site amenities such as benches, lighting, and landscaping.
5. Ensure that the existing character of the Artwork site is preserved (i.e. no obstructions will be constructed which will block the viewing of the Artwork.)
6. Inform the County of any damage to the Artwork as soon as possible.
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In the event that any suit based on such a claim, action, loss or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgement be rendered against the City and County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

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VIII. ADMINISTRATION

1. This Agreement shall be administered by the County through the Executive Director of 4Culture or their designee.
2. Any notices and/or actions required as a result of this contract shall be directed to the City through the City Manager or their designee. Each Party shall inform the other in writing of its respective contract administrator. The administrators of the Agreement shall meet as needed.

3. Any conflict that is not resolved by the contract administrators shall be referred to the City Manager and the Executive Director of 4Culture, who shall resolve the conflict.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed.

KING COUNTY, 4CULTURE

CITY OF SHORELINE

James Kelly Date
Executive Director, 4Culture
King County Public Art Collection

Debbie Tarry Date
City Manager, City of Shoreline