

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the Office of the Secretary of State, Washington State Library Division to Provide City of Shoreline Sidewalk Advisory Committee Materials in Audio Format
DEPARTMENT:	Public Works
PRESENTED BY:	Nora Daley-Peng, Senior Transportation Planner
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 has begun a year-long process to create a Sidewalk Prioritization Plan as directed by the City Council. The project's public process includes input from a Sidewalk Advisory Committee (SAC), which is made up of 15 citizens who were appointed by the City Manager. One of the SAC members is visually impaired and depends on audio translation of the project's materials (e.g. agendas, meeting summaries, etc.) in order to fully participate in SAC meetings and activities. City staff have been relying on the services of the Washington Talking Book & Braille Library (Library) to read and record the project material in an audio format for the visually impaired SAC member.

The volume of project material that the City has been forwarding for conversion to audio format exceeds the resources that the Library typically provides to its patrons. In order to secure Library staff availability for processing translation services in a timely manner and not deplete the Library's resources, City staff would like to enter into an interlocal agreement with the Office of the Secretary of State, Washington State Library Division to receive their audio translation services for the visually impaired SAC member.

FINANCIAL IMPACT:

The City will be invoiced for audio translation services, plus associated direct expenses billed at cost (postage/flash drives). The proposed interlocal agreement would be in effect throughout 2018. City staff anticipate that total charges will not exceed \$5,000.00. Funding is available in the project budget for this expenditure.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into an interlocal agreement with the Office of the Secretary of State, Washington State Library Division to provide City of Shoreline Sidewalk Advisory Committee materials in an audio format.

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

BACKGROUND

At the Council Goal Setting Workshop in March 2017, Council expressed a desire to make improvements to the current sidewalk network, both in constructing new sidewalks (or alternative pedestrian facilities) and maintaining and bringing existing sidewalks up to Americans with Disabilities Act (ADA) standards. Council provided direction for staff to develop a Sidewalk Prioritization Plan that re-evaluates and updates how the City prioritizes and funds sidewalk improvements.

As part of the public process component, in June 2017, through an open solicitation for Sidewalk Advisory Committee (SAC) volunteers, the City Manager appointed 15 citizens to serve on the SAC. The committee consists of members from a diverse cross section of Shoreline neighborhoods with a broad range of interests such as financing, aesthetics, ecology, youth, elderly, access and mobility for people with disabilities and from under-represented communities.

The SAC is scheduled to meet a total of 12 times during the process, and have been and will continue to review extensive project materials. One of the SAC members is visually impaired and requires audio translation of project materials in order to fully participate on the committee. The City is fortunate to have a visually-impaired member on the SAC who contributes her unique perspective to committee discussions in regard to access and mobility for people with disabilities.

DISCUSSION

City staff can procure audio translation services from the Washington Talking Book & Braille Library (Library), a division of the Washington State Library. Although many services from the Library are of no charge to its patrons, the volume of project materials that the City has been forwarding for translation to audio format exceeds the resources that the Library typically has for patron support. In order to secure Library staffing for processing audio translation requests in a timely manner and not deplete the Library's resources, City staff would like to enter into an interlocal agreement for their services (Attachment A).

The SAC members are serving a vital role in the development of recommendation for the Sidewalk Prioritization Plan. In order to provide the SAC with necessary materials to develop informed recommendations, several meetings have been added to their schedule which will require additional translation services from the Library. Formal SAC meetings will conclude in May 2018, but it is assumed there will be some post meeting follow-up. The proposed contract for translation services will be in effect through the end of 2018.

COUNCIL GOAL ADDRESSED

The accommodation of audio translation services to allow a visually impaired SAC member's full participation on the SAC supports Council Goal 4 – Expand the City's focus on equity and inclusion to enhance opportunities for community engagement.

FINANCIAL IMPACT

The City will be invoiced for audio translation services, plus associated direct expenses billed at cost (postage/flash drives). The proposed interlocal agreement would be in effect throughout 2018. City staff anticipate that total charges will not exceed \$5,000.00. Funding is available in the project budget for this expenditure.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into an interlocal agreement with the Office of the Secretary of State, Washington State Library Division to provide City of Shoreline Sidewalk Advisory Committee materials in an audio format.

ATTACHMENTS

Attachment A: Intergovernmental Agreement Between Office of the Secretary of State, Washington State Library Division and City of Shoreline

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
OFFICE OF THE SECRETARY OF STATE
WASHINGTON STATE LIBRARY DIVISION
AND
CITY OF SHORELINE**

This Intergovernmental Agreement (this “Agreement”) is made and entered into by and between the Office of the Secretary of State, Washington State Library Division, P.O. Box 42460, Olympia, WA 98504-2460 and City of Shoreline, 17500 Midvale Ave. N., Shoreline, WA 98133 and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

RECITALS

WHEREAS, The City of Shoreline wants to have the City of Shoreline Sidewalk Advisory Committee materials in audio format, and

WHEREAS, the Washington Talking Book & Braille Library, a division of the Washington State Library, can provide said materials in audio format, and

WHEREAS, The City of Shoreline, hereinafter referred to as “CS”, and The Washington Talking Book & Braille Library, hereinafter referred to as “OSOS”, agrees to do the formatting for the City of Shoreline, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Contractor mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is for OSOS to do audio production of print meeting materials such as minutes, agendas, city construction, building and maintenance plans and descriptions, planning summaries, etc., related to the City of Shoreline Sidewalk Advisory Committee in order to provide reasonable accommodation for a blind member of the committee.

2. STATEMENT OF WORK

OSOS shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

CS Responsibility

Materials will be provided to OSOS on a monthly basis within two weeks of scheduled meetings.

OSOS Responsibility

Said Materials will be put into audio format.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution of this Agreement, that being the date of the last signatory, and remain open until duration of the committee life span or the blind member's term, or expire on 12/31/2018, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION AND BILLING

CS will pay OSOS for the services provided under this Agreement for reimbursement of OSOS material cost and time/work at the following rates:

Cost of narration, sound editing and compiling of sound files will be billed at \$60/hour. Associated materials e.g., flash drive or postage will be billed at cost.

Send invoice c/o Nora Daley-Peng at accountspayable@shorelinewa.gov with cc to ndaleypeng@shorelinewa.gov each month for work done in the prior month.

CS shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. CS shall make checks payable to the Office of the Secretary of State and send payment to payables@sos.wa.gov, Financial Services, Operations Division, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number IG-5975.**

5. DUPLICATION OF BILLED COSTS

OSOS shall not bill CS for services performed under this contract, and the CS shall not pay the OSOS, if the CS is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

9. AGREEMENT MANAGEMENT

The Agreement Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Should questions arise during processing of invoices send inquiries to payables@sos.wa.gov.

The Agreement Manager for City of Shoreline is:	The Agreement Manager for Office of the Secretary of State is:
<p>Nora Daley-Peng, Senior Planner - Transportation</p> <p>City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133</p> <p>Phone: (206) 801-2483 E-Mail: ndaleypeng@shorelinewa.gov and accountspayable@shorelinewa.gov</p>	<p>Alycia Ensminger</p> <p>Office of the Secretary of State Washington Talking Book & Braille Library 2021 9th Ave Seattle, WA 98121-2783</p> <p>Phone:206-256-6280 Fax: 206-615-0441 E-mail: alycia.ensminger@sos.wa.gov</p>

10. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

14. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

15. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

16. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

b. Except as otherwise provided in the Agreement, OSOS shall not subcontract any of the contracted services without the prior approval of CS.

17. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

18. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

19. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

20. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SHORELINE

OFFICE OF THE SECRETARY OF STATE

Name: _____ Date _____
Title: _____

Cindy Aden _____ Date _____
State Librarian

APPROVED AS TO FORM:
Attorney General's Office