

AMENDED AGENDA

SHORELINE CITY COUNCIL SPECIAL MEETING

~~Tuesday~~ Monday, January 3, 2006
6:30 p.m.

Shoreline Conference Center
Shoreline Room

1. CALL TO ORDER

- (a) Swearing In Ceremony for New Council Members
by Judge Richard Eadie

| | |
|------------|-----------------|
| Position 1 | Keith McGlashan |
| Position 3 | Janet Way |
| Position 5 | Cindy Ryu |
| Position 7 | Ronald Hansen |

2. FLAG SALUTE / ROLL CALL

- (a) Election of Mayor and Deputy Mayor

3. REPORT OF THE CITY MANAGER

4. COUNCIL REPORTS

5. PUBLIC COMMENT

This is an opportunity for the public to address the Council on topics other than those listed on the agenda, and which are not of a quasi-judicial nature. The public may comment for up to three minutes. However, Item 5 will be limited to a maximum period of 20 minutes. The public may also comment for up to three minutes on agenda items following each staff report. The total public comment period on each agenda item is limited to 20 minutes. In all cases, speakers are asked to come to the front of the room to have your comments recorded. Please state clearly your name and city of residence.

6. APPROVAL OF THE AGENDA

7. CONSENT CALENDAR

- (a) Motion to authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline

- (b) Motion 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

8. ACTION ITEMS

- (a) Appointment of Interim City Manager
- (b) Contract for Performance Assessment/Audit and City Manager Recruitment
- (c) Ordinance No. 407, adopting a Moratorium and Interim Control pursuant to RCW 35A.63.220 prohibiting the cutting of trees in Critical Areas and prohibiting land clearing or grading in Critical Areas, and declaring an emergency

9. EXECUTIVE SESSION (if required)

10. ADJOURNMENT

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 546-8919 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 546-2190 or see the web page at www.cityofshoreline.com. Council meetings are shown on Comcast Cable Services Channel 21 Tuesdays at 12pm and 8pm, and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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|---|
| AGENDA TITLE: Election of Mayor and Deputy Mayor |
| DEPARTMENT: CMO/CCK |
| PRESENTED BY: Scott Passey, City Clerk |

EXECUTIVE/COUNCIL SUMMARY:


State law and the Council's Rules of Procedure establish that Councilmembers shall elect a Mayor and Deputy Mayor for a term of two years on even-numbered years. This election will occur at the January 3, 2006 special meeting.

After the meeting is called to order and the newly-elected Councilmembers are sworn in by Judge Richard Eadie, the Clerk will lead the flag salute, call the roll, and then conduct the election of the Mayor.

The Clerk will call for nominations. No Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has had an opportunity to do so. Nominations do not require a second. The Clerk will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make a nomination, the Clerk will ask again for nominations. If none are made, the Clerk will declare the nominations closed.

After the nominations are closed, the Clerk will call for the vote in the order that the nominations were made. Councilmembers will be asked to vote by a raise of hands. As soon as one of the nominees receives four votes, the Clerk will declare the Mayor elected and no votes will be taken on the remaining nominees.

Following the election of the Mayor, the Clerk will turn the gavel over to the Mayor, who will conduct the election of Deputy Mayor in the manner described above.

Approved By: City Manager  City Attorney _____

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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|---|
| AGENDA TITLE: Shoreline Historical Museum Contract 2006 |
| DEPARTMENT: Parks, Recreation & Cultural Services |
| PRESENTED BY: Lynn M. Cheeney, Recreation Superintendent |

PROBLEM/ISSUE STATEMENT:

The City Council authorized \$63,525 in the 2006 Parks, Recreation and Cultural Services budget for the Shoreline Historical Museum to provide educational and heritage opportunities for citizens of Shoreline.

City purchasing policies require contracts exceeding \$50,000 to be reviewed and approved by Council action.

FINANCIAL IMPACT

The contract was anticipated and included in the 2006 Parks, Recreation and Cultural Services Department budget.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute a contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline.

Approved By: City Manager  City Attorney ____

INTRODUCTION

The City of Shoreline has contracted with the Shoreline Historical Museum since 1996. Funding is allocated in the Parks, Recreation and Cultural Services budget in the amount of \$

BACKGROUND

The Shoreline Historical Museum will provide the following heritage and education programs for the City of Shoreline residents under this contract:

- Museum Exhibits
- Lectures
- Tours and related programs

Historic Preservation Research: Services provided year-round for citizens and community groups.

Traveling Exhibits – Outgoing: Provide three different traveling exhibits, available to other museums, schools and/or other organizations.

The Museum facility will be open year-round, with typical hours being Tuesday through Saturday 10:00 a.m. – 4 p.m. Archives open to public each Wednesday from 10:00 a.m. – 1:00 p.m. Special tours and related research to be available by appointment.

RECOMMENDATION

Staff recommends City Council authorize the Interim City Manager to execute a contract between the City of Shoreline and the Shoreline Historical Museum in the amount of \$63,525 to provide educational and heritage programs for citizens of Shoreline.

ATTACHMENTS

- A. Contract with Shoreline Historical Museum



Contract No. 3645

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 Shoreline Historical Museum, 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 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.

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.

- FPC
12/21/05
- 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.

FPC 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: Victoria Stiles
Name of Firm: Shoreline Historical Museum
Address: 749 N 175th Street
Address: Shoreline, WA 98133
Phone Number: (206) 542-7111

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

Date: _____

By: _____

Name: Victoria Stiles

Title: Executive Director

Date: _____

Approved as to form:

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

Attachments: Exhibits A, B, C, D, E

**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 Historical Museum

1. The Shoreline Historical Museum agrees to provide the following heritage programs for City of Shoreline residents:

- Museum exhibits
- Lectures
- Tours and related programs

Historic Preservation Research

Services provided year-round for citizens and community groups.

Traveling Exhibits – Outgoing

Provide three different traveling exhibits, available to other museums, schools and/or organizations.

2. Janitorial services will be performed at least twice per week.
3. The Museum facility will be open year-round, with typical hours being Tuesday through Saturday 10 a.m. to 4 p.m. Archives open to public each Wednesday from 10:00 a.m. to 1:00 p.m. Special tours and related research to be available by appointment. Unscheduled programming to include both outreach and site-based lectures and oral histories.
4. 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.
5. In an effort to increase program publicity, Museum Director will provide information and photos on upcoming activities for submittal in the PRCS Recreation Guide. PRCS staff will notify Museum 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 Historical Museum

Mailing Address: 749 N 175th Street Shoreline, WA 98133

| | |
|----------------------------|---------------------|
| 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) | \$ <u>63,525</u> | |
| 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

For Department Use Only

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 Historical Museum

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)



Parks, Recreation and Cultural Services

PROGRESS REPORT

EXHIBIT D PROGRAM ATTENDANCE

The purpose of this report is to provide the City of Shoreline with the numbers of Shoreline residents who are benefiting from these services.

1. Contract #: _____ Program Title: _____ Date: _____

2. PROGRAM ATTENDANCE

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Year to Date | Goal |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|------|
| Total Attendance | | | | | | | | | | | | | | |
| Number of Shoreline Residents in Attendance | | | | | | | | | | | | | | |

PROGRAM EVALUATION: Please include any comments or observations regarding audience or program participants served.

EXHIBIT E
Shoreline Historical Museum
Expenditure Budget Sheet
For City of Shoreline Contract

| | | |
|-----------------|---|----|
| Program Area: | MUSEUM EXHIBITS, LECTURES, TOURS & RELATED PROGRAMS | |
| Personnel: | \$ | |
| Supplies: | \$ | |
| Other Services: | \$ | |
| | Promotion and Publicity | \$ |
| | Other | \$ |
| Total | | \$ |

| | | |
|-----------------|--------------------------------|----|
| Program Area: | HISTORIC PRESERVATION RESEARCH | |
| Personnel: | \$ | |
| Supplies: | \$ | |
| Other Services: | \$ | |
| | Promotion and Publicity | \$ |
| | Other | \$ |
| Total | | \$ |

| | | |
|-----------------|-------------------------|----|
| Program Area: | TRAVELING EXHIBITS | |
| Personnel: | \$ | |
| Supplies: | \$ | |
| Other Services: | \$ | |
| | Promotion and Publicity | \$ |
| | Other | \$ |
| Total | | \$ |

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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.

- File 12/27/05
- ~~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.
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- 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

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

Date: _____

CONSULTANT

By: _____
Name: Ros Bird
Title: Executive Director

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.
-
- 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

For Department Use Only

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)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| |
|---|
| AGENDA TITLE: Appointment of Interim City Manager DEPARTMENT: City Manager's Office PRESENTED BY: City Council |
|---|

PROBLEM/ISSUE STATEMENT:

It had been my understanding from conversations with staff and Councilmembers that there was a motion on the table from December 12th for the appointment of an interim City Manager. However, after careful review of the tapes it does not appear that there was an official second for the motion (see attached transcript). If this is indeed the case, then a new motion would be in order.

Approved By: City Manager  City Attorney ____

Attachment

**VERBATIM MINUTES OF A PORTION OF THE
SHORELINE CITY COUNCIL MEETING OF DECEMBER 12, 2005**

Mayor Hansen: O.K. 4-3, Mr. Burkett's resignation is accepted and effective tonight he is no longer the City Manager of Shoreline.

Councilmember Fimia: Well, I would like to make a motion to appoint George Mauer as the Interim City Manager. (Laughter and applause)...and I have...um... a draft contract...if you could pass that out...I have resume. Actually, if I can have an extra copy.

Councilmember Ransom: We should probably discuss this in Executive Session. It is a personnel matter.

Councilmember Fimia: It's a personnel matter. We need time to review the documents and I can speak to the motion now or when we come back. So if you'd like to do Executive Session now we can do that or...

Mayor Hansen: This is incredible. (Laughter)

Councilmember Fimia: We are just trying to get it all done in one night and...

Deputy Mayor Jepsen: I do have a question.

Mayor Hansen: Yes, Deputy Mayor Jepsen.

Deputy Mayor Jepsen: Councilmember Fimia, are there any other resumes besides George Mauer that you are handing out this evening.

Councilmember Fimia: No...no.

Deputy Mayor Jepsen: So you've narrowed it down to one resume.

Councilmember Fimia: Right...and this is interim. And I can speak to the motion Mr. Chair if you would like or we can go into Executive Session.

Councilmember Ransom: I think the City Attorney should make a ruling as to if we should go into Executive Session.

City Attorney Sievers: The Council is entitled to hold an Executive Session to evaluate qualifications of the applicant for public employment. The salary for the position and the actual appointment has to be made in a public hearing...meeting, rather.

Deputy Mayor Jepsen: Is Mr. Mauer here?

Councilmember Fimia: No, he is not.

Deputy Mayor Jepsen: So we can't ask him questions. Can we....? Maybe we should call him.

Councilmember Ransom: Do you want us to call him and....

Deputy Mayor Jepsen: Seems like he should be here if we are serious about considering this.

Councilmember Fimia: Well, he can be here if we want him to be here.

Deputy Mayor Jepsen: Well, I guess we can go ahead and talk but it certainly seems like that's appropriate to me.

Deputy Mayor Jepsen: Do you want me to call him? So are we going into Executive Session or are we...

Councilmember Fimia: I'd like to speak to my motion then in case people want to be able to go home and not have to stay.

Mayor Hansen: Mr. Sievers, should she speak to the motion or do we go into Executive Session.

City Attorney Sievers: Well, I don't know if you've made a motion to convene to an Executive Session. If you decide to take further discussion in an Executive Session by a majority vote I think that cuts off the discussion. You don't have to go into an Executive Session.

Mayor Hansen: O.K., so for the time being she can speak. Go ahead, Councilmember Fimia.

Councilmember Fimia: Thank you. I know this is a huge question before you about this and a surprise. The reason, and I would never make this motion if I didn't feel as though Mr. Mauer was entirely competent to do what we would like him to do. And um, this would be just an interim position, it is not a permanent position. He would be tasked according to this contract with assessing the departments and with doing recruitment for a permanent city manager. And it is my intent that that permanent city manager is someone who would be supported and approved by a supermajority of this Council, not by just four votes.

Deputy Mayor Jepsen: Does that include the interim?

Councilmember Fimia: Excuse me. Mr. Mauer's background is professional recruitment. His background is coming in and accessing organizations. He is (has) thirty years experience with doing that. He is a professional human resource person. He is

(has) extensive knowledge and experience with management both in the private sector and the public sector and he is someone who has lived in Shoreline for over 26 years and someone that I trust to do this job well and fair. And um, so I urge your support of Mr. Mauer. Um, again I totally understand the hesitancy some of you might have about this but again I think when you read his resume and you see the contract it's for up to one year, no longer than that and if the permanent city manager is brought on, this is instead of hiring a very expensive national recruitment, so he would be doing that. The City is well run by a lot of our departments and by our Deputy Manager and Assistant Manager. It's the intent that the Deputy Manager, Mr. Bob Olander would be one of the applicants for this position. I hope that he does apply. So that's the rationale, you have some of the documentation, and um I think we should probably go into Executive Session.

Councilmember Gustafson: Honorable Mayor?

Mayor Hansen: Yes.

Councilmember Gustafson: Can I move that we go to Executive Session.

Mayor Hansen: O.K. it has been moved that we go into Executive Session. Is there a second?

Councilmember Ransom: Honorable Mayor. Second.

Mayor Hansen: O.K., we'll go into Executive Session.

Councilmember Ransom: I'd like to...he is on his way.

COUNCIL MOVED INTO EXECUTIVE SESSION AT THIS TIME.

Mayor Hansen: We're back in session. Is someone going to be here or are we going to adjourn the meeting. First of all, I would say point of order, does somebody want to extend the meeting.

Deputy Mayor Jepsen: I motion to extend the meeting until 11:00 pm.

Councilmember Chang: I'll second that.

Mayor Hansen: It has been moved and seconded that we extend the meeting until 11:00 pm. All those in favor signify by saying "I".

ALL COUNCILMEMBERS: I

Mayor Hansen: Those opposed say "nay". O.K. the meeting is extended until 11:00 pm.

Councilmember Fimia: Mr. Chair.

Mayor Hansen: Councilmember Fimia.

Councilmember Fimia: Thank you. I would like to move to table my motion until January 3rd and it is in order to do a background check and personal and professional references for Mr. Mauer.

Councilmember Way: Second.

Mayor Hansen: O.K. It has been moved and seconded that we table. All those in favor signify by saying I.

ALL COUNCILMEMBERS: I.

Mayor Hansen: All those opposed say “nay”. O.K., that passes unanimously.

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Contract for Performance Assessment/Audit and City Manager Recruitment |
| DEPARTMENT: | City Manager's Office |
| PRESENTED BY: | City Council |

PROBLEM/ISSUE STATEMENT:

It is staff understanding that Councilmembers Ransom, Fimia and Way will be proposing a motion to approve an employment contract to conduct a performance assessment/audit for the City organization and to provide executive recruiting services for a new City Manager. Under our "8 hour" rule, Councilmembers may request staff assistance in and researching and drafting legislation. Accordingly, staff has assisted in drafting the attached employment contract and scope (attachment A).

The agreement provides for the employment of George Mauer as a temporary employee to perform the scope generally outlined in attachment A. The contract provides for a 6 month term that can be extended by the City Council. It is anticipated that the actual work would require 9 months to a year before a new City Manager is recruited, hired and on board. State law permits a City Council to independently hire an auditor (attachment B).

FINANCIAL IMPACTS:

Under this proposal, services will be paid at the rate of \$14,013.52 per month on a full time basis for the term of the agreement.

ALTERNATIVES ANALYZED:

Alternatively, the City Council could elect to put this or a revised scope of work out for a competitive request for proposals.

RECOMMENDATION

It is staff recommendation that the services outlined in the attached scope be advertised for competitive proposals. However, if the Council decides to proceed with the

employment contact as attached we can certainly support that decision and work positively and cooperatively toward successful completion of the project scope.

Approved By: City Manager  City Attorney ____

Attachments

**TEMPORARY EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SHORELINE, WASHINGTON
AND GEORGE W. MAUER**

This agreement is made and entered into this 3rd day of January, 2005, by and between the City of Shoreline, Washington a municipal corporation, hereinafter called "Employer or City," and George W. Mauer, hereinafter called "Employee."

Whereas, the City Council desires to employ George W. Mauer for the purpose of conducting an organizational audit as provided in RCW 35A.13.080 and recruitment of a City Manager,

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Employment.

- A. The Employee shall perform the projects outlined in Exhibit A. In performing these duties, the Employee shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services, the City Employee Handbook and City Code of Ethics. Employee acknowledges receipt of copies of the Handbook and Code of Ethics.
- B. Services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. The Employee shall report directly to the City Council as authorized under RCW 35A.13.080. The City Council shall provide direction to the Employee to supplement and/or modify the scope of employment in Exhibit A as the need arises, and Employee and the Interim City Manager shall work cooperatively in day to day activities to promote the efficient use of existing resources and to minimize disruption to City operations. The City will provide full and complete access to information and staff necessary for accomplishment of the scope of employment.

2. Compensation.

- A. Services will be paid at the rate of \$14,013.52 per month on a full time basis for the term of this agreement. Employee agrees to remain in the exclusive employment of the City of Shoreline while employed by the City of Shoreline. "Employment", however, shall not be construed to prohibit occasional teaching, writing, professional consultation or speaking performed on leave or outside normal work hours, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Shoreline. Any leave taken during normal working hours will be deducted from the employees' compensation for the applicable payroll period on an hourly basis (\$80.85).
- B. Employee understands and agrees that he is retained as a temporary employee and is subject to the terms and conditions of employment of the City of Shoreline Employee Handbook applicable to "Extra Help Employees" as that classification is defined in the Handbook. Particularly, the Employee's compensation as a temporary employment consists entirely of the salary stated in this section and shall not include employee benefits and leave under section 6 of the Handbook.
- C. Employee shall be entitled to business expenses incurred during the course of employment according to the City Policy of Allowable Business Expenses.

3. Term

Employment shall commence on 9th day of January, 2006 and terminate no later than July 31, 2006. The City may extend the agreement in its sole discretion after this date if the projects defined in the scope of employment are not completed.

4. Termination and Severance Pay

- A. The Employee is a senior management position and is designated an "at will" employee under the Employee Handbook; provided however, the Employee serves at the discretion of the City Council. Nothing herein shall be taken to imply or suggest a guaranteed tenure.
- B. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Employee 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 Employee pursuant to this Agreement shall be submitted to the City.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. However, the Employee agrees to provide 14 days prior written notice should the employee voluntary decide to terminate employment with the City.
- D. 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 and any such authorized work shall be compensated at the rate of \$150.00 per hour.
- E. If the Employee is unavailable due to extended illness, incapacity or absence, etc. to perform the scope of services in a timely fashion, the City may, at its option, cancel this Agreement immediately.
- F. In the event the Employee is terminated without just cause within the original term (or extension) of this agreement, the City Council agrees to pay the Employee a lump sum cash payment equal to one month's salary stated in Section 2. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; (4) any other act of a similar nature.

5. Professional Liability

So long as Employee acts within the scope of his lawful authority and in accordance with the terms and conditions of this agreement, the City agrees to defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as employee.

6. Equipment and Support

The City agrees to provide Employee with a city-owned portable personal computer, compatible with the City's information systems. It is understood that the use of such computer is for City business. The City will provide office space, clerical support, support from the Human Resources Department, and other resources needed to accomplish the scope of work.

7. General Provisions

A. 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.

B. 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.

C. 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

George W. Mauer

By: _____

Robert Olander
Interim City Manager

George W. Mauer

Date: _____

Date: _____

Approved as to form:

By: _____

Ian R. Sievers
City Attorney

Attachments: Exhibits A,

City of Shoreline
Performance Audit/Assessment and Executive Recruitment Engagement

I. Performance Audit/Assessment

The purpose of the Performance Audit/Assessment Engagement is to ensure the coherent, complementary and effective alignment of goals and priorities between the City departments, the City Council, and the citizens of Shoreline.

The assessment will include an overall review of the effectiveness of the City's organization including individual divisions and departments. This assessment will entail executive and department management review of goals and performance measures to determine the degree of alignment and consistency between the City and City Council goals and community needs.

Outcome/Deliverable:

A written report and presentation to the City Council which includes:

- A review of the needs-basis of the department's current goals and priorities; identifying their value and confirming their effectiveness in meeting the community, Council and City's goals alignment requirements, performance measures and outcomes. The review will utilize existing materials, such as policies and procedures, strategic plans, program budgets, performance measures, staff interviews, etc.
- A review of the department's intra- and inter-departmental structures, processes and resources to ensure effective planning
- Recommendations to modify goals and performance measures necessary to ensure department and Council goals alignment and maximization of performance will be provided. Performance targets will also be determined.

Timeline

| | |
|------------------|---------------------------------|
| January – April: | Performance Audit/Assessment |
| May | Present final report to Council |

II. Executive Recruitment

The purpose of the Executive Recruitment engagement is to identify the parameters of the City Manager position; its duties, responsibilities and authority within the context of relevant statutes and municipal and City Council needs. The criteria for the position will include a survey of the City Council and community's needs as well as those of the City as outlined above in item I in order to identify the critical success factors and critical incidents required for the position.

Outcome/Deliverable:

One of the primary products at this stage will be a written recommendation and presentation to the Council outlining the position's specifications, recruitment plan, selection process, and compensation. The position's specifications will be finalized by the City Council with input from key stakeholders both within the City organization as well as stakeholders in the community. The compensation and benefit package for the position will be determined at this stage by the City Council.

The recruitment plan will determine the scope of the marketing effort (geographic scope of the search), schedule, advertising medium, etc. The selection process will include:

- Identifying candidate criteria and attributes;
- Managing the review and screening of applications;
- Assisting the Council with the narrowing of a pool of qualified candidates;
- Conducting candidate background checks;
- Coordinating mandatory and courtesy interviews (including second interviews if necessary);
- Managing the process for the selection of finalists by the Council;
- Coordinating the post interview activities such as the employment offer, compensation package and contract negotiations;
- Assisting with the induction/orientation process

Target Timeline:

| | |
|------------------|--|
| March – Present: | Present recruitment process to Council |
| April – June: | Recruitment and Screening |
| July: | Candidate interviews |

35A.13.080. City manager — Powers and duties.

The powers and duties of the city manager shall be:

- (1) To have general supervision over the administrative affairs of the code city;
- (2) To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;
- (3) To attend all meetings of the council at which his attendance may be required by that body;
- (4) To see that all laws and ordinances are faithfully executed, subject to the authority which the council may grant the mayor to maintain law and order in times of emergency;
- (5) To recommend for adoption by the council such measures as he may deem necessary or expedient;
- (6) To prepare and submit to the council such reports as may be required by that body or as he may deem it advisable to submit;
- (7) To keep the council fully advised of the financial condition of the code city and its future needs;
- (8) To prepare and submit to the council a proposed budget for the fiscal year, as required by chapter 35A.33 RCW, and to be responsible for its administration upon adoption;
- (9) To perform such other duties as the council may determine by ordinance or resolution. [1987 c 3 § 17; 1967 ex.s. c 119 § 35A.13.080.]

Severability — 1987 c 3: See note following RCW 3.46.020.

35A.13.090. Creation of departments, offices, and employment — Compensation.

On recommendation of the city manager or upon its own action, the council may create such departments, offices, and employments as it may find necessary or advisable and may determine the powers and duties of each department or office. Compensation of appointive officers and employees may be fixed by ordinance after recommendations are made by the city manager. The appointive officers shall include a city clerk and a chief of police or other law enforcement officer. Pursuant to recommendation of the city manager, the council shall make provision for obtaining legal counsel for the city, either by appointment of a city attorney on a full time or part time basis, or by any reasonable contractual arrangement for such professional services. [1967 ex.s. c 119 § 35A.13.090.]

35A.13.100. City manager — Department heads — Authority.

The city manager may authorize the head of a department or office responsible to him to appoint and remove subordinates in such department or office. Any officer or employee who may be appointed by the city manager, or by the head of a department or office, except one who holds his position subject to civil service, may be removed by the manager or other such appointing officer at any time subject to any applicable law, rule, or regulation relating to civil service. Subject to the provisions of RCW 35A.13.080 and any applicable civil service provisions, the decision of the manager or other appointing officer, shall be final and there shall be no appeal therefrom to any other office, body, or court whatsoever. [1967 ex.s. c 119 § 35A.13.100.]

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Council Meeting Date: January 3, 2006

Agenda Item:

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

| | |
|----------------------|--|
| AGENDA TITLE: | Moratorium and Interim Controls to regulate tree cutting |
| DEPARTMENT: | Planning and Development Services |
| PRESENTED BY: | Joseph W. Tovar, FAICP, Director |

The subject of tree cutting and critical areas ordinance (CAO) regulations have been controversial and difficult subjects for this community. The Planning Commission spent a considerable amount of time in 2005 hearing and weighing public testimony and forwarded its recommendations for updated critical areas regulations to the Council. Those recommendations are scheduled for Council review on January 16 and action on February 14, 2006.

As staff earlier reported, the vast majority of public testimony that the Planning Commission heard on the CAO focused on the question of tree cutting and much of that comment focused on historical and current events in the Innis Arden area of Shoreline. In October of 2005, the Council decided to segregate out those portions of the Planning Commission's CAO recommendations that addressed the subjects of tree cutting, clearing and grading. The Council directed the city staff to engage the primary disputants in Innis Arden, namely the Innis Arden Club and the Association for the Responsible Management of Innis Arden (ARM), in a mediated discussion of the subject.

The staff had several preliminary discussions with both the Club and ARM, and retained a professional mediator to assist with the effort. As Council heard at its December 27, 2005 special meeting, ARM has withdrawn from the mediation effort and it is therefore for all intents and purposes ended.

In recent months the staff has been notified by the Innis Arden Club of its intent to cut dozens of "hazardous trees" in the Reserves. These requests were made pursuant to the provisions of SMC 20.50.310.A.1, which appears in Attachment C to this memo. This section of the code describes actions exempt from permit requirements. As written, it grants broad discretion for a property owner to determine what trees, including significant trees, are "hazardous" and to cut and remove any number of them without a permit or city oversight. In my judgment, the present exemptions language allows far more trees to be cut under the rubric of "hazardous" than actual circumstances warrant. This is particularly

problematic when such tree cutting and clearing occurs within environmentally sensitive areas, such as wetlands, creek setbacks, and steep slopes.

The subject of tree cutting and vegetation removal continues to be an active controversy consuming much of the attention of the city staff, including the Community Response Team and Code Enforcement Officer. Among activities within the past several weeks are cutting and clearing that occurred in the Blue Heron Reserve of Innis Arden. Attached are two photographs depicting recent cutting in the upper portion of the Blue Heron Reserve adjacent to NW 186th St.

Attachment A, photographed in December of 2005 shows the cutting activities that have taken place in the past several months under the exemptions granted by the existing Shoreline Municipal Code. This area of the Blue Heron Reserve contains both a wetland and a stream.

Attachment B is an aerial photograph from mid 2005. This photograph also shows the upper portion of the Blue Heron Reserve. In this photograph, you can see the end of the cul-de-sac where the previous picture was taken, located on the left center of the page. The home and yard that are visible in the previous photograph are located easterly of the Blue Heron Reserve, on the right hand side of the page. As you can see, the canopy and tree cover that was once present in the upper portion of this reserve has been fully removed allowing an unobstructed view from the cul-de-sac on NW 186th through to the adjoining properties on Springdale Ct. NW.

Please note that the staff is not asserting that the above described cutting in Blue Heron Reserve violates the City's codes as it presently reads. We can neither prove nor disprove a violation because city staff has been specifically barred from entering the property. We are attempting to ascertain all the facts before a final determination of whether a violation has occurred. Significantly, however, even were we to assume that no violation of present code language (i.e., exemptions under SMC 20.50.310.A.1) has occurred, such a premise makes the case for setting aside that code language immediately. As noted above, Blue Heron Reserve is a critical area, containing both a wetland and a stream. Removal of vegetation from a critical area on the scale of what is illustrated in Attachments A and B does not, on its face, meet the City's duty to protect critical areas under state law.

In my professional opinion, the existing code provisions undercut the City's ability to meet its statutory mandates to protect critical areas and to provide clear, fair, and enforceable rules for the Department to administer. It is necessary to immediately set aside the exemption language of SMC 20.50.310.A.1, adopt interim regulations to govern hazardous tree cutting activities, and to direct that the City staff and Planning Commission revisit this policy question.

The Planning Commission's previous recommendations dealing with this issue should be the starting point. However, the staff believes that additional alternatives should be presented for the Commission's consideration and public testimony. Both ARM and the Innis Arden Club, as well as other interested groups and citizens, should be invited to work with the City staff and Planning Commission in an open public process to craft permanent regulations that protect critical areas while also giving due consideration to private property rights and need to protect life and property. Staff believes that four months should be sufficient time for the Planning Commission to present a final recommendation to the City Council regarding permanent regulations. In order to protect the City's options during that review, it is important to adopt a moratorium and adopt interim regulations.

RECOMMENDATION

Staff recommends that the City Council adopt the enclosed ordinance to declare a moratorium on SMC 20.50.310.A.1 and adopt interim controls for a period of four months regulating the cutting of hazardous vegetation. Since the City needs to complete the CAO revisions by the end of April, and any final revisions to tree cutting in critical areas should be incorporated in the new CAO, a four month moratorium should prove adequate.

Approved By:

City Manager

A circular stamp containing a handwritten signature, likely of the City Manager.

City Attorney

A handwritten signature, likely of the City Attorney.

ORDINANCE NO. 407

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING A MORATORIUM AND INTERIM CONTROL PURSUANT TO RCW 35A.63.220 PROHIBITING THE CUTTING OF TREES IN CRITICAL AREAS AND PROHIBITING LAND CLEARING OR GRADING IN CRITICAL AREAS, AND DECLARING AN EMERGENCY

WHEREAS, under the provisions of the Growth Management Act the City is required to adopt development regulations to designate and protect critical areas; and

WHEREAS, SMC 20.50.310.A.1 effectively authorizes property owners to remove “hazardous trees” without a before-the-fact judgment by the City as to whether the circumstances constitute an actual and immediate threat to public health, safety or welfare; and

WHEREAS, SMC 20.50.310.A.1 does not require removal of hazardous trees from private property in a manner which will protect critical areas or the replanting of trees to prevent the loss of critical area functions and values after removal ;

WHEREAS, the continued operation of SMC 20.50.310.A.1 is likely to result in ongoing tree cutting, clearing and grading in critical areas of the City, contrary to the state’s explicit public policy of protecting critical areas and the general public interest; and

WHEREAS, an interim control for four months will allow the City to preserve planning options and prevent substantial change to critical areas while the Planning Commission and city staff engage the public and various stakeholder groups in crafting permanent development regulations, including but not limited to such alternatives as a vegetation management plan; and

WHEREAS, the City Council has determined from recent public correspondence and comment that the City’s ability to protect its critical areas will suffer irreparable harm unless interim controls are placed on the cutting of trees and the modification of land surfaces within such areas; and

WHEREAS, the potential adverse impacts upon the public safety, welfare, and peace, as outlined herein, justify the declaration of an emergency; and

WHEREAS, pursuant to SEPA regulations, SMC 20.30.550 adopting Washington Administrative Code Section 197-11-880, the City Council finds that an exemption under SEPA for this action is necessary to prevent an imminent threat to public health and safety and to prevent an imminent threat of serious environmental degradation through continued development under existing regulations. The City shall conduct SEPA review of any permanent regulations proposed to replace this moratorium; now, therefore,

**THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO
ORDAIN AS FOLLOWS:**

Section 1. Finding of Fact. The recitals set forth above are hereby adopted as findings of the City Council.

Section 2. Moratorium. A moratorium is adopted upon the use or application of SMC 20.50.310.A.1 (hazardous vegetation exemption for clearing and grading permits for private property). No land clearing and grading permit exemption shall be allowed on private property except as permitted under the interim control as adopted in Section 3 of this ordinance.

Section 3. Interim Controls adopted. The City adopts the following interim controls pursuant to the authority of RCW 35A.63.220:

Emergency situations on private property involving danger to life or property or substantial fire hazards.

In addition to other exemptions of Subchapter 5 of the Development Code, SMC 20.50.290-.370, the proposed cutting of any tree or clearing vegetation that is an immediate threat to public health and safety shall be allowed without a permit if it is evaluated and authorized by the City prior to such work being performed. The evaluation shall be done using the International Society of Arboriculture method, Hazard Tree Analysis for Urban Areas, in its most recent adopted form. Authorization to cut or clear vegetation under this exemption may only be given if the City concludes that the condition constitutes an actual and immediate threat to life or property in homes, private yards, buildings, public or private streets and driveways, improved utility corridors, or access for emergency vehicles. The party proposing cutting or clearing under this exemption shall contact the City regarding the emergency prior to taking the action and shall allow City access to assess the hazardous vegetation prior to, during and after removal and to assure compliance with conditions. If deemed by the City to be necessary, the City may retain, at the applicant's cost, an arborist/tree consultant to evaluate the request prior to any final determination. The City shall authorize only such alteration to existing trees and vegetation as may be necessary to eliminate the hazard and shall condition authorization on means and methods of removal necessary to minimize environmental impacts, including replanting. Any authorized work shall be done utilizing hand implements only and the City may require that all or a portion of cut materials be left on-site.

Section 4. Public Hearing. Pursuant to RCW 35A.63.220 the City Clerk shall notice a public hearing before the City Council to take testimony concerning this moratorium within sixty days of passage of this ordinance.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Effective Date. The City Council declares that an emergency exists requiring passage of this ordinance for the protection of public health, safety, welfare and peace based on the Findings set forth in Section 1 of this ordinance. This ordinance shall take effect and be in full force immediately upon passage and shall expire four months from its effective date unless extended or repealed according to law.

Section 7. Publication. A summary of this ordinance consisting of the title shall be published in the official newspaper of the City.

PASSED BY THE CITY COUNCIL ON JANUARY 3, 2006

Mayor

ATTEST:

APPROVED AS TO FORM:

Scott Passey
City Clerk

Ian Sievers
City Attorney

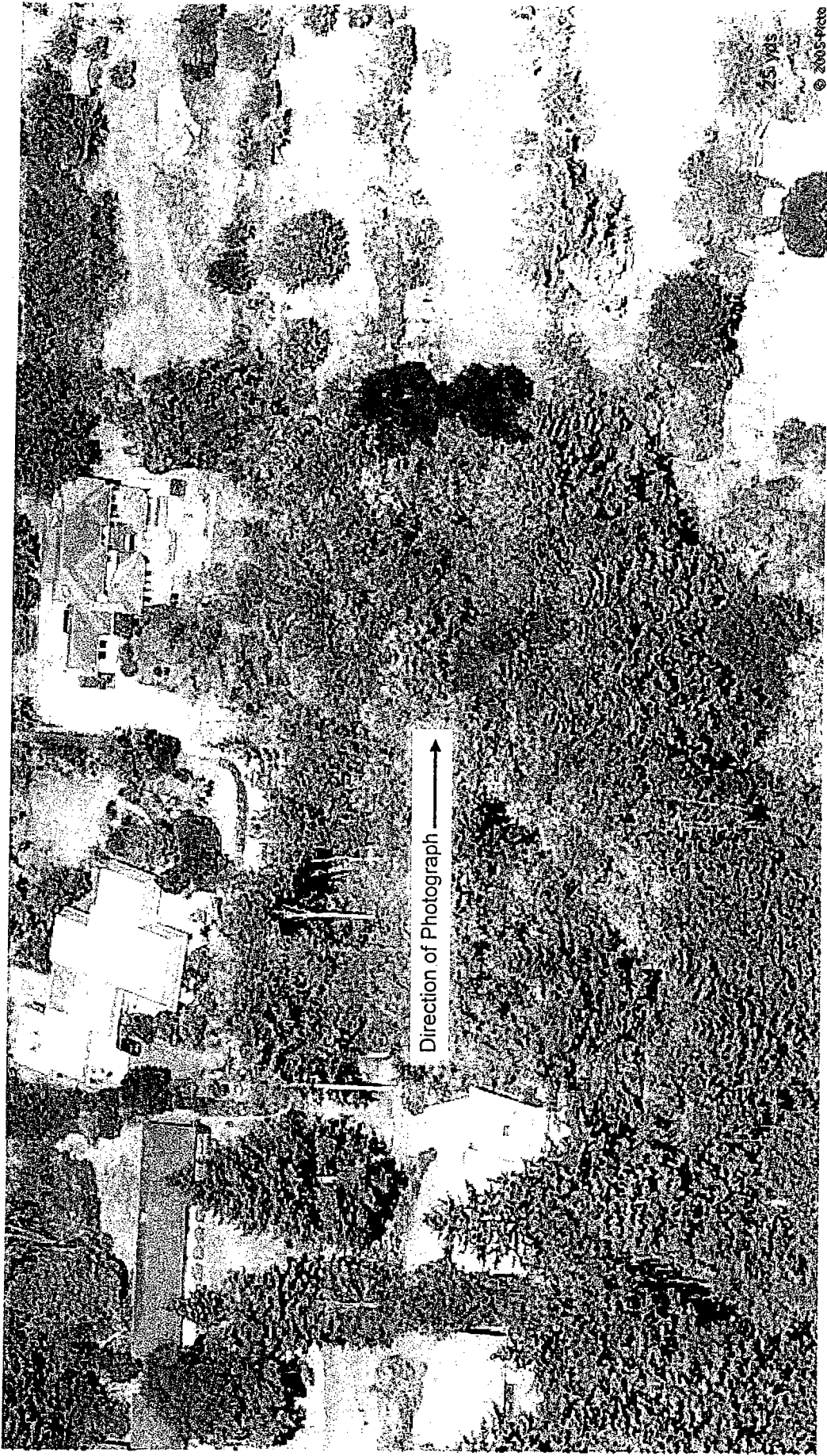
Date of Publication:

Effective Date:

Attachment A



Attachment B



Attachment C

SMC 20.50.310 Exemptions from permit.

A. Complete Exemptions. The following activities are exempt from the provisions of this subchapter and do not require a permit:

1. Emergency situations on private property involving danger to life or property or substantial fire hazards. Any tree or vegetation which is an immediate threat to public health, safety, or welfare, or property may be removed without first obtaining a permit regardless of any other provision contained in this subchapter. If possible, trees should be evaluated prior to removal using the International Society of Arboriculture method, Hazard Tree Analysis for Urban Areas, in its most recent adopted form. The party removing the tree will contact the City regarding the emergency, if practicable, prior to removing the tree.