



Agency: Shoreline/Lake Forest Park Arts Council	Federal ID Number: 91-1475914
Contract Dates: January 1, 2023 – December 31, 2024	Funding Source: General Fund

AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement between the City of Lake Forest Park, a municipal corporation of the State of Washington hereinafter referred to as “the City,” and the Shoreline/Lake Forest Park Arts Council, also known as ShoreLake Arts, a 501(c)(3) nonprofit organization hereinafter referred to as “the Agency.” The term of this Agreement is January 1, 2023-December 31, 2024.

ARTICLE I

Services and Responsibilities of the Agency

- 1.1 **Basic Services:** The Agency will provide public arts programs that are specifically identified in the Scope of Work, attached and incorporated as Exhibit A (the “Project” or “Services”). The Agency will provide documentation to the City that it has raised 50% (\$3,250) of the Agency’s required \$6,500 match from Lake Forest Park citizens, businesses and local non-government agencies by June 30th for each calendar year of this Agreement. The Agency will provide documentation to the City that it has raised 100% (\$6,500) of the Agency’s required match from Lake Forest Park citizens, businesses and local non-government agencies by December 31st for each calendar year of this Agreement.
- 1.2 **Additional Services:** The Agency may be requested in writing to perform additional or follow-up work in addition to the basic Services in Exhibit A. Additional Services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 **Notice Affecting Performance:** The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this Agreement immediately after the Agency’s discovery of the same.
- 1.4 **Quality of Performance:** The Agency shall be responsible for the quality and suitability of Services provided. The City shall judge the adequacy and efficiency of the Services provided, the sufficiency of records, and the results produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and be cause for termination.

ARTICLE II

Responsibilities of the City

- 2.1 The City’s representative for this Agreement shall be the Environmental & Sustainability Specialist or a designee. All official communication shall be made through the Environmental & Sustainability Specialist or his or her designated representatives.

- 2.2. The City shall provide the Agency with complete information available and disclosable by the City in order that the Agency may carry out the Scope of Work in Exhibit A.

ARTICLE III

The Agency's Fees and Payments

- 3.1 The City shall compensate the Agency for satisfactorily providing the services identified in the Scope of Work, Exhibit A, at the flat fee rate specified in Exhibit A for each service or series of services provided. The flat fee rate shall remain constant throughout the Project, unless a change in the basic services and compensation therefor is mutually agreed to by the parties pursuant to Section 1.2.
- 3.2 The flat fees in Exhibit A are based on the Program Budget, attached and incorporated as Exhibit B, which contains anticipated expenses for providing the Services and all estimated income generated by the Agency as a result of performing the Services. Income may include other grants and contributions that directly support the Services, and/or payments to be made by Project recipients.
- 3.3 Fees for services in addition to those identified in Exhibit A will be negotiated by the City and the Agency.
- 3.4 To secure payment, the Agency shall submit properly executed quarterly invoices with the Invoice for Services set forth in Exhibit C attached and incorporated herein.
- 3.5 Invoices for Services will be due by the tenth working day of the month following each quarter. Invoices without the appropriate service reports will not be paid until the reports are received by the City.
- 3.6 The Agency's requests for payment shall be submitted electronically by email to the Environmental & Sustainability Specialist or designee with electronic signatures where necessary.

ARTICLE IV

Ownership of Work Products and Equipment

- 4.1 All equipment purchased by the City, or purchased with City funds or City grant funds by the Agency, shall remain the property of the City and shall be returned to the City upon termination of this Agreement.

ARTICLE V

Legal Relations

- 5.1 Compliance with laws: The Agency shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.

- 5.2 Applicable laws; 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 hereunder shall be in the Superior Court of King County.
- 5.3 Independent Contractor: In providing services under this Agreement, the Agency is an independent contractor, and neither the Agency nor its officers, agents or employees are employees of the City for any purpose. The Agency shall be responsible for all federal/and or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these Services and shall not make claim of career service or civil service rights which may accrue to a City employee under state or local law.
- 5.4 No waiver: Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 5.5 Rights Cumulative: The rights and remedies of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
- 5.6 Insurance: Prior to the execution of this Agreement, the Agency shall, at the Agency's own expense, obtain and file with the City evidence of Commercial General Liability insurance, including contractual and automobile liability insurance. The insurance policy shall be obtained from an insurance company authorized to do business in the State of Washington with an A.M. Best's rating of not less than A: VII. Furthermore the policy must fully protect the City from any claims and risks in connection with any activity performed by the Agency by virtue of the Agreement, and shall be primary insurance as respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Agency's insurance and shall not contribute to it.
- The Commercial General Liability policy must provide a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Commercial General Comprehensive Liability insurance policy and subsequent renewals must be maintained in full force and effect at the Agency's sole expense throughout the entire term of this Agreement and name the City as an additional insured entity.
- 5.7 Hold Harmless and Indemnification: The Agency hereby agrees to save harmless and defend the City, its elected and appointed officials and employees, from all claims and liability, including reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 5.8 Subcontractors: The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

ARTICLE VI

Record Keeping

- 6.1 **Right to Audit:** The City shall have the right to audit the Agency's books and records with respect to Services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to the funding for this Agreement for the purpose of making any audit, examination, excerpts, and transcriptions.
- 6.2 **Agency Records:** The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents relevant to public records requests received by the City for documents in the possession of the Agency.
- 6.3 **Maintenance of Records:** Records shall be maintained for a period of three (3) years after termination of the Agreement.

ARTICLE VII

Nondiscrimination

- 7.1 During the performance of the Agreement, neither the Agency nor any party subcontracting with the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of service or any other benefits under this Agreement.

The Agency shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

- 7.2 Federal, state, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of Lake Forest Park must comply with Section 504 and the Americans with Disabilities Act of 1990 (ADA).

ARTICLE VIII

Recycled Product Procurement Policy

- 8.1 The Agency shall make an effort to conserve paper by using recycled paper in the production of all printed and photocopied documents related to the fulfillment of the Agreement and, when feasible, to print on two sides.

ARTICLE IX

Termination of Agreement

- 9.1 **Termination of Agreement for Cause:** If a party fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may thereupon terminate this Agreement prior to the Agency's full performance, by giving a five (5) day written notice of such termination. In the event of such termination, all finished or unfinished products prepared by the Agency shall, at the option of the City, become the City's property, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Agency shall remain liable for its breach of any covenant in this Agreement. For such breach, the City may withhold any monies due and payable to the Agency as a setoff against actual damages as determined by the City; in addition the City shall have all remedies at law which shall be cumulative.

If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

- 9.2 **Termination for Convenience of the City:** The Agency understands that the City is funding this Project with City funds, and has the right due to any unforeseen circumstances to terminate this Agreement at the convenience of the City. If this Agreement is terminated by the City as provided herein, the Agency shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this Agreement.

ARTICLE X

Future Support

- 10.1 The City makes no commitment for future support of the services contracted for herein except as expressly set forth in the Agreement.

ARTICLE XI

Entire Agreement

- 11.1 **Entire Agreement:** This 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 to bind any of the parties hereto. This agreement consists of six pages plus the attached exhibits incorporated herein:
- | | |
|-----------|--|
| Exhibit A | Scope of Work |
| Exhibit B | Program Budget |
| Exhibit C | Invoice for Services, Service Report, and Service Summary Report |
- 11.2 **Severability:** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- 11.3 **Modification of Agreement:** This Agreement may be modified by written amendment only after it has been signed by both the City and the Agency and, if required by City resolution, ordinance or code, approved by the City Council.
- 11.4 **Arbitration:** In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory

arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Shoreline/Lake Forest Park Arts Council

Jeff Johnson, Mayor

Tracy Thorleifson, Board President

Date _____

Date _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney