

Ordinance No. 120802

Council Bill No. 114164

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program.

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: PA

Committee Action

pass 1-0 (Linda)

5-20-02 Passed 6-0 (computer) ^{Excused}

CF No. _____

Date Introduced: <u>4-22-02</u>		
Date 1st Referred: <u>4-22-02</u>	To: (committee) Parks, Education & Libraries	
Date Re - Referred: <u>MAY - 6 2002</u>	To: (committee) <u>Neighborhoods, Arts & Civil Rights Committee</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>5-20-02</u>	Full Council Vote: <u>6-0</u>	
Date Presented to Mayor: <u>5-21-02</u>	Date Approved: <u>5/28/02</u>	
Date Returned to City Clerk: <u>5/29/02</u>	Date Published: <u>2 pp.</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

Neighborhoods, Arts & Civil Rights

This file is complete and ready for presentation to Full Council.

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

Peter Steinhilber

Councilmember

Neil L...

Committee Action:

pass 1-0 (Liana)

5-20-02 Passed 6-0 (Compton, Conlin, Drago)

Excused:

Neighborhoods, Arts & Civil Rights Committee

This file is complete and ready for presentation to Full Council. Committee:

(Initial/Date)

Wed. 5/1 system down from 1:30-5 pm
Re-referral

(E)

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

Electronic
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Indexed

Seal

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ORDINANCE 120802

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program.

WHEREAS, an all ages performing arts venue was a key recommendation of the City's Music and Youth Task Force; and

WHEREAS, The Vera Project, a Washington non-profit corporation, completed a successful first year of presenting all-ages music and performing arts programming at various venues in Seattle, with financial support from the City of Seattle; and

WHEREAS, based on The Vera Project's successful first year and its strong support from youth in the community, the City of Seattle is providing financial support for a second year; and

WHEREAS, The Vera Project is a youth-driven, volunteer based organization providing artistic events as well as training and mentoring opportunities for young people, while supporting young and emerging artists; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, a one-year agreement with The Vera Project substantially in the form of the agreement attached hereto and identified as "AGREEMENT FOR CONTRACT SERVICES" (Attachment 1) pursuant to which The Vera Project will present an all-ages music and art program, including a minimum of thirty-five events, and the City will provide financial support of Seventy-five Thousand Dollars (\$75,000).

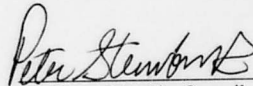
Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

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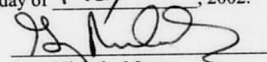


1
2 Section 3. This ordinance shall take effect and be in force thirty (30) days from and
3 after its approval by the Mayor, but if not approved and returned by the Mayor within ten
4 (10) days after presentation, it shall take effect as provided by Municipal Code Section
5 1.04.020.

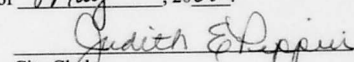
6
7 Passed by the City Council the 20th day of May, 2002, and signed by
8 me in open session in authentication of its passage this 20th day of May,
9 2002.


President of the City Council

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12 Approved by me this 20th day of May, 2002.


Greg Nickels, Mayor

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17 Filed by me this 29th day of May, 2002.


City Clerk

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21
22 (SEAL)

23
24 Attachment 1: Agreement for Contract Services (between the City of Seattle, through the
25 Seattle Center and The Vera Project)

26 Exhibits to Attachment 1

27 Exhibit A – Scope of Work

28 Exhibit B – Involvement of Former City Employees
29
30

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Contract Name: THE VERA PROJECT
Expiration Date: January 31st, 2003

Attachment 1

AGREEMENT FOR CONTRACT SERVICES

This Agreement is made and entered into by and between THE CITY OF SEATTLE, a first class city of the State of Washington, through the Seattle Center, as represented by the Director, hereinafter referred to as the CITY, and THE VERA PROJECT, a Washington non-profit corporation, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the Vera Project redefines popular music shows as a vehicle for personal and community growth in a respectful environment encouraging artistic experimentation, creating dynamic entertainment and learning opportunities through participatory involvement with volunteers, and in cooperation with public and private sector partners; and

WHEREAS, the Vera Project serves the interests and needs of people under the age of 21, and welcomes people of all ages; and

WHEREAS, the Vera Project undertakes its mission through producing music shows and arts events, producing skill-building workshops in related areas, and providing mentoring opportunities; and

WHEREAS, the Vera Project strives to create a safe, tolerant and welcoming environment; to share responsibility among staff, board, and volunteers for carrying forward the Vera Project's mission; provide a drug and alcohol free environment for experiencing music and other art forms; to use music as a way to bring people together and as a point of intersection with other art forms; to provide skill building opportunities to encourage vocational and personal exploration for young people; to collaborate and cooperate with local agencies and organizations to serve the needs of urban audiences under the age of 21; and to develop a new national model of using the arts to address an under-served constituency in partnership with local government

NOW, THEREFORE, In consideration of the promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. **ENTIRE AGREEMENT.** This document, including Exhibits A and B, constitutes the entire agreement between the parties with respect to the subject matter hereof. No verbal agreement or conversation between any officer, agent, associate, or employee of the CITY and any officer, agency, employee, or associate of the CONTRACTOR prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.



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2. **TERM.** This Agreement shall commence on February 1, 2002, and, unless terminated earlier pursuant to the provisions hereof, shall expire on January 31, 2003 (the "Term").
3. **POSE.** The purpose of this Agreement is to implement the Seattle City Council's intent that the CONTRACTOR receive funding in 2002 that will allow it to continue its public programming at the level initiated in 2001, managed by James Kebbas and Shannon Stewart, CONTRACTOR'S Executive Director and Managing Director, respectively, under the administration of the Seattle Center and its Director. Exhibit A sets forth the obligations of CONTRACTOR with respect to:
- Organization and Program Overview
 - CONTRACTOR'S Deliverables with Timeline and Payment Schedule
4. **PAYMENT.** As total compensation for the services provided under this Agreement, including all expenses and applicable taxes, the City shall pay the CONTRACTOR \$75,000.00 (SEVENTY FIVE THOUSAND DOLLARS AND no/100 CENTS).
5. **PROCESS FOR PAYMENT.** To be eligible for any payment under this Agreement, the CONTRACTOR must submit to the Seattle Center an invoice for payment in the manner and on the form specified by the Seattle Center, together with evidence, to the reasonable satisfaction of the Seattle Center Director, that the CONTRACTOR has completed the performance/payment stage that would warrant the payment requested. Seattle Center shall arrange for the immediate processing of such documentation and payment to the CONTRACTOR within ten (10) business days from receipt of each properly documented invoice.
6. **PAYMENT OF TAXES.** The CONTRACTOR shall pay all City, State and Federal taxes applicable to CONTRACTOR'S services under this Agreement.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is an independent contractor and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specifically provided herein.
8. **NO CLAIM BY CONTRACTOR'S EMPLOYEES, CONTRACTORS, OR OTHER PARTIES ALLOWED.** No employee of the CONTRACTOR or other person engaged to perform any work or service required of or by the CONTRACTOR under this Agreement shall be considered to be an employee of the CITY. All claims of any such employee or other person, whether for industrial insurance, unemployment compensation, or any other benefit or entitlement whatsoever, shall be an obligation of the CONTRACTOR.
9. **NO ASSIGNMENT OF WORK WITHOUT AUTHORIZATION.** The work and services required of the CONTRACTOR by this Agreement are personal and shall not be assigned, delegated, or transferred without the express, written approval of the Seattle Center Director; however, this provision shall not prohibit the CONTRACTOR from



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employing qualified personnel to carry out the work under the CONTRACTOR'S direct supervision.

10. CITY AUTHORIZED TO REVIEW WORK IN PROGRESS AND PREMISES.

Upon reasonable prior notice to the CONTRACTOR, the CITY and its officers, employees, and agents shall have the right to make reasonable inspections and reviews of the premises at which events will take place and the CONTRACTOR's progress with respect to the work.

- 11. INDEMNIFICATION.** The CONTRACTOR does hereby release and shall defend, indemnify, and hold the CITY and its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the CONTRACTOR'S performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the CONTRACTOR, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the CITY, its employees and agents, the CONTRACTOR waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The CONTRACTOR acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

12. INSURANCE.

- A. Insurance Required: The CONTRACTOR shall obtain and thereafter maintain continuously throughout the Term of this Agreement, at no expense to the CITY, the insurance enumerated below. The CITY reserves the right to require the filing of evidence of insurance coverage to determine the CONTRACTOR's compliance with these requirements.

1. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an insurance industry standard occurrence form (CG 00 1) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy or policies must provide the following minimum coverage:

Bodily Injury and Property Damage



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\$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Operations Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$1,000,000 Each Occurrence
 \$ 100,000 Fire Damage

Stop Gap/Employers Liability:

\$1,000,000 Each Accident
 \$1,000,000 Disease - Policy Limit
 \$1,000,000 Disease - Each Employee

Each policy shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insureds per form CG2026 or equivalent (Excluding Business Auto Liability); shall include a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the CITY, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, the CONTRACTOR's insurance shall be primary and non-contributory to any coverage maintained by the CITY. The limits of such insurance shall not, however, limit the liability of CONTRACTOR hereunder. The CONTRACTOR shall promptly notify the CITY when the CONTRACTOR becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Agreement.

2. Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy or policies must provide the following minimum limit:

Bodily Injury and Property Damage -
 \$ 1,000,000 per accident

3. Worker's Compensation: Worker's Compensation as required by applicable state law in the jurisdictions in which the CONTRACTOR is doing business.

- B. Claims Made Form and Deductibles: If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the



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effective date of this Agreement. The policy shall state that coverage is "claims made," and state the retroactive date. The CONTRACTOR shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the CITY with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail"); or execute another form of guarantee acceptable to the CITY to assure the CONTRACTOR's financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed on the required certificate and is subject to approval by the CITY. The cost of any claim payments falling within the deductible shall be the responsibility of the CONTRACTOR.

- C. Evidence of Insurance: If evidence of insurance coverage is required, the CONTRACTOR shall provide the CITY's Risk Management Administrator and the Director of the Seattle Center with an original standard form ACORD Certificate of Liability Insurance, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, with attached declaration page for each policy, showing the insuring company, policy term, and schedule of forms and endorsements along with the appropriate Additional Insured Endorsement list above. The CITY reserves the right to obtain a copy of any policy required by this Agreement.
- D. Insurance Policy Rating: All policies shall be issued by a company rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker), and shall be subject to approval by the CITY.
- E. Self-Insurance: If the CONTRACTOR is self-insured for any of the risks for which insurance is required, the CONTRACTOR shall so indicate in a letter signed by an authorized representative of the CONTRACTOR, indicating whether the self-insurance is actuarially funded and the fund limits, along with an original standard form ACORD Certificate of Liability Insurance signed by a licensed insurance agent or broker authorized to do business in the State of Washington evidencing excess coverage required to meet the requirements of this Agreement. All self-insurance is subject to the CITY's prior approval, and the CITY reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.
- F. Subcontractors: The CONTRACTOR shall ensure that each of its subcontractors names The City of Seattle, its employees and agents as additional insureds on any liability and property insurance maintained with regard to the work, and that all insurance policies shall be made available to the CITY for inspection upon request.



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13. **ADDRESSES FOR NOTICES AND OTHER DELIVERABLES.** All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when addressed as follows:

If SEATTLE CENTER, to: Seattle Center Productions
305 Harrison Street
Seattle, WA 98109-4501
Phone: (206) 684-7124
Fax: (206) 684-4183

If the CONTRACTOR, to: James E. Kebblas
Shannon Stewart
The Vera Project
1122 E. Pike St. #849
Seattle, WA 98122
Phone: (206) 956-8372

or to such other addresses as may be specified hereafter by either party for itself, by notice to the other party.

14. **DEFINITION OF "SEATTLE CENTER" AND "DIRECTOR".** The term "Seattle Center" means any administrative entity that succeeds to the functions of such department; the term "Director" means the Seattle Center's Director and her or his designee(s).
15. **AUDIT.** Upon request, the CONTRACTOR shall permit the CITY, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of the CONTRACTOR, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the CITY or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the CITY or Agency selects. The CONTRACTOR shall supply the CITY with, or shall permit the CITY and/or Agency to make, a copy of any books and records and any portion thereof. The CONTRACTOR shall ensure that such inspection, audit and copying right of the CITY and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.
16. **COMPLIANCE WITH LAWS AND REGULATIONS**
- A. General Requirement in performance of this Agreement: The CONTRACTOR, at its sole cost and expense, shall perform and comply with all applicable laws of including but not limited to the United States and the State of Washington; the



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Federal Occupation Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA); the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

- B. Licenses and Similar Authorizations: The CONTRACTOR, at no expense to the CITY, shall secure and maintain in full force and effect during the Term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: The CONTRACTOR shall, whenever practicable, use recycled content paper on all documents submitted to the CITY.
- D. Americans with Disabilities Act: The CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing the CONTRACTOR'S obligations under this Agreement. If the CONTRACTOR is providing services, programs, or activities to CITY employees or members of the public as part of this Agreement, the CONTRACTOR shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH.

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the CITY setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR shall furnish to the Director of Finance (or his/her designee), upon request and on such form as may be provided therefor, a report of the affirmative action taken by the CONTRACTOR in implementing the requirements of this section, and will permit access to the CONTRACTOR'S



records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Finance for the purposes of investigation to determine compliance with the requirements of this section.

- C. If, upon investigation, the Director of Finance finds probable cause to believe that the CONTRACTOR has failed to comply with any of the requirements of this section, the CONTRACTOR and the Seattle Center Director shall be so notified in writing. The Seattle Center Director shall give the CONTRACTOR an opportunity to be heard, after ten calendar days' notice. If the Seattle Center Director concurs in the findings of the Director of Finance, he/she may suspend the Agreement and/or withhold any funds due or to become due to the CONTRACTOR, pending compliance by the CONTRACTOR with the requirements of this section.
- D. The CITY encourages the use of women and minority employees and apprentices on all CITY contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the CONTRACTOR's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.
- E. Upon request by the Department of Finance, the CONTRACTOR shall submit EEO Reports in the form specified by the CITY, detailing actual employment data for the CONTRACTOR and for any and all subcontractor(s) utilized for the Work.
- F. The CONTRACTOR, by executing this Agreement, is affirming that the CONTRACTOR complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.44 as incorporated in this Agreement. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Agreement for which the CONTRACTOR may be subject to damages and sanctions provided for by the Agreement and by applicable law.
- G. The foregoing provisions of this section shall be inserted in all subcontracts for the work covered by this Agreement.

18. NONDISCRIMINATION IN EMPLOYEE BENEFITS.

- A. The CONTRACTOR shall comply with the requirements of SMC Ch. 20.45 and the Equal Benefits Program Rules implementing such requirements, under which the CONTRACTOR is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the CONTRACTOR



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provides to its employees with spouses. At the CITY's request, the CONTRACTOR shall provide complete information and verification of the CONTRACTOR's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. The equal benefit provisions of SMC Ch. 20.45 do not apply to subcontractors used under this Agreement.

- B. Any violation by the CONTRACTOR of the provisions of SMC Ch. 20.45 shall be a material breach of the Agreement, for which the CONTRACTOR shall be subject to the remedies thereunder, including but not limited to payment of liquidated damages in the amount of \$500 for each calendar day the CONTRACTOR is in violation of SMC Ch. 20.45 during the Term of the Agreement, termination of the Agreement, disqualification of the CONTRACTOR from bidding on or being awarded a CITY contract for a period of up to five (5) years, and/or other remedies specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

19. EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES.

- A. General: The CITY encourages the use of Women and Minority Business Enterprises ("WMBEs") as subconsultants and women and minority employees in all CITY contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The CONTRACTOR shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

- B. Non-Discrimination: The CONTRACTOR shall not create barriers to open and fair opportunities for WMBEs to participate in any CITY contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- C. Record-Keeping: The CONTRACTOR shall maintain, for at least 12 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all CONTRACTOR solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received,

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and all subconsultants and suppliers actually utilized under this Agreement. The CITY shall have the right to inspect and copy such records.

- D. Sanctions for Violation: Any violation of the mandatory requirements of the provisions of this section (sub-sections B and C) shall be a material breach of contract for which the CONTRACTOR may be subject to damages and sanctions provided for by the Agreement and by applicable law.

20. **CONTRACTUAL RELATIONSHIP.** This Agreement does not constitute the CONTRACTOR as the agent or legal representative of the CITY for any purpose whatsoever, and the CONTRACTOR is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the CITY or to bind the CITY in any manner or thing whatsoever.
21. **INVOLVEMENT OF FORMER CITY EMPLOYEES.** The CONTRACTOR agrees to inform the CITY of any former CITY officer or employee who terminated CITY office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement.
22. **EXECUTORY AGREEMENT.** This Agreement will not be considered valid until signed by both parties.
23. **BINDING EFFECT.** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
24. **APPLICABLE LAW; VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
25. **REMEDIES CUMULATIVE.** Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.
26. **CAPTIONS.** The titles of sections are for convenience only and do not define or limit the contents.
27. **INVALIDITY OF PARTICULAR PROVISIONS.** A judicial determination that any term, provision, condition, or other portion of this Agreement or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.



28. **NO WAIVER.** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the CONTRACTOR shall not be deemed a waiver of any right or the acceptance of defective performance.

29. **EXTRA WORK.** The CITY may desire to have the CONTRACTOR perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" in Exhibit A of this Agreement. This will be considered extra work, supplemental to this Agreement and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

30. **DISPUTES.** Any disputes concerning the CONTRACTOR's performance of this Agreement that are not disposed of by agreement between the CONTRACTOR and the CITY shall be referred to the Seattle Center Director and the CONTRACTOR's designated representative. If such persons do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes.

31. **TERMINATION.**

- A. For Cause: Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided in writing to such other party.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
- C. For Public Convenience: The CITY may terminate this Agreement in whole or in part for public convenience.
- D. Notice: Notice of termination pursuant to this Section 31 shall be given by the party in writing terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the CONTRACTOR, the CONTRACTOR shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The CONTRACTOR agrees that this payment shall fully and adequately compensate the CONTRACTOR and all subcontractors for

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all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

If this Agreement is terminated by reason of the CONTRACTOR'S default, the CONTRACTOR shall immediately refund to the City the amount of any interim payment made to the CONTRACTOR.

32. **MODIFICATION OR AMENDMENT.** No modification or amendment of any of the terms hereof shall be effective unless the same is in writing and is signed by an authorized representative of each of the parties hereto.
33. **ENTIRE AGREEMENT.** This Agreement, including the exhibits and addenda attached hereto and forming a part hereof (if any), is all of the covenants, promises, agreements, and conditions, between the parties. No verbal agreements or conversations between any officer, agent, associate, or employee of the CITY and any officer, agency, employee, or associate of the CONTRACTOR prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their signatures affixed below:

THE CITY OF SEATTLE

CONTRACTOR

Virginia Anderson
Director, Seattle Center

James E. Kebbas, Executive Director
The Vera Project

Date

Date

305 Harrison Street
Seattle, WA 98109
206-684-7124

Shannon Stewart, Managing Director
The Vera Project

Date

1122 E. Pike St. #849
Seattle, WA 98122
Phone: (206) 956-8372



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EXHIBIT A
SCOPE OF WORK

Vera Project Program (February 1, 2002 – January 31, 2003).

CONTRACTOR shall continue an all-ages music and art program beginning the first Saturday of February 2002. Each program shall include music and arts events scheduled to be held at various approved venues, including the Seattle Center Mural Amphitheatre. The content will consist of local and touring bands, art exhibits, dance groups, and disc jockeys.

The Vera Project will provide security training to its staff and volunteers as well as employ professional security people on an "as needed" basis.

Throughout the year, The Vera Project will also work to develop a long-range business and funding plan that can be used to provide the City Council with options for determining the future direction, governance structure, and relationship to the City for this project, and for making decisions on the appropriate level of City support for this project in future years.

Resulting Product.

CONTRACTOR shall develop the weekly programming for and present a minimum of 35 events.

Contractor Timeline for Deliverables; Payment Schedule:

First payment – February 1, 2002 - \$10,000.00
• Initial Planning development

Second payment – March 1, 2002 - \$8,150.50
• Continuing Planning development
• Produce three events

Third payment – April 1, 2002 - \$8,150.00
• Continuing Planning development
• Produce four events

Fourth payment – May 1, 2002 - \$5,411.00
• Produce three events
• Conduct evaluation

Fifth payment – June 1, 2002 - \$5,411.00
• Produce three events

Sixth payment – July 1, 2002 - \$5,411.00

- Produce four events

Seventh payment – August 1, 2002 - \$5,411.00

- Produce three events

Eighth payment – September 1, 2002 - \$5,411.00

- Produce three events
- Conduct evaluation

Ninth payment – October 1, 2002 - \$5,411.00

- Produce three events

Tenth payment – November 1, 2002 - \$5,411.00

- Produce three events

Eleventh payment – December 1, 2002 - \$5,411.00

- Produce three events

Twelfth payment – January 1, 2003 - \$5,411.00

- Produce three events

TOTAL \$75,000



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EXHIBIT B

INVOLVEMENT OF FORMER CITY EMPLOYEES

As stated in Section 21, the CONTRACTOR agrees to inform the CITY of any former CITY officer or employee who terminated CITY office or employment in the last twelve (12) months and who will be working on or subcontracting for any of the work under this Agreement.

List:

1. Shannon Stewart – Managing Director of the Vera Project (paid)
 - a. Former Administrator of the Seattle Arts Commission
 - b. Terminated City employment September 30th, 2001.
2. James Kebbas – Executive Director of the Vera Project (paid)
 - a. Former employee as laborer of the Seattle Arts Commission
 - b. Terminated City employment December 31st, 2001
3. Stephanie Pure – Board of Directors for the Vera Project (non-paid)
Currently employed as a Legislative Assistant to Peter Steinbrueck

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FISCAL NOTE

2002 Agreement Between the City of Seattle and The Vera Project

Department: Seattle Center	Contact Person/Phone: John Merner 4-7124 Ned Dunn 4-7212	CBO Analyst/Phone: Helen Welborn 3-7884 City Attorney/Phone: Helaine Honig 4-8222
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Legislation Title:

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program.

Summary of the Legislation:

The attached legislation authorizes a one-year agreement with The Vera Project, a Washington non-profit corporation, for the development and presentation of an all-ages music and arts program. The Vera Project will present music shows and other arts events for persons under twenty-one years of age, with people of all ages welcome. Under this agreement, The Vera Project will present a minimum of 35 weekly all-ages concerts and other arts events at various venues, while also providing training opportunities for young people in the technical aspects of presenting events, including sound, lighting and security.

Background (Include justification for the legislation and any funding history, if applicable):

The Vera Project, which is named after a youth music venue in the Netherlands, recently completed a very successful first year. This agreement extends the program for another year, with \$75,000 in support from the City, between the Arts Commission, Parks Department, and Seattle Center. The Vera Project will leverage this City funding to obtain additional private support for their activities. The agreement will be administered by Seattle Center.

The Vera Project has made a reality one of the key recommendations of the City's Music and Youth Task Force. Under the leadership of City Councilmember Richard Conlin, The Vera Project received \$70,000 in funding from the City for its initial year of operation in 2001. Last year's agreement was administered by the Seattle Arts Commission. Earlier this year, Councilmember Conlin convened the directors of the Parks Department, the Arts Commission, and Seattle Center, and it was agreed that Seattle Center would administer the agreement for 2002.

The Vera Project is a youth-driven, volunteer-based organization providing artistic events as well as training and mentoring opportunities for young people, while supporting young and emerging artists.



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Sustainability Issues (related to grant awards): n/a

Estimated Expenditure Impacts:

The following departments have allocated funds in their 2002 budgets for The Vera Project:

FUND	2002
Seattle Center	\$10,000
Department of Parks and Recreation	\$15,000
Seattle Arts Commission	\$50,000
TOTAL	\$75,000

The Vera Project may seek financial support from the City for future years. The amount and form of that support will be determined in future discussions with the City. Current City funding is for a one-year period, ending January 31, 2003.

Estimated Revenue Impacts:

None

FUND	2002
TOTAL	\$0

Estimated FTE Impacts:

None

Do positions sunset in the future? n/a If so, when? n/a

Other Issues (including long-term implications of the legislation):

During 2002, in addition to presenting weekly events, The Vera Project will work on the development of a long-range business and funding plan. This plan will be discussed with the City and others to determine the organizational and financial relationship between The Vera Project and the City in future years.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 11, 2002

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

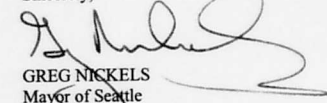
I am transmitting the attached ordinance for Council consideration.

The attached legislation authorizes a one-year agreement with The Vera Project for the development and presentation of an all-ages music and arts program. The Vera Project will present music shows and other arts events for persons under twenty-one years of age, with people of all ages welcome. This program carries out one of the key recommendations of the City's Music and Youth Task Force. The Vera Project (named after a youth music venue in the Netherlands) recently completed a very successful first year. This agreement extends the program for another year, with \$75,000 in support from the City, between the Arts Commission, Parks Department, and Seattle Center. The Vera Project will leverage the City funding to obtain additional private support for their activities. The agreement will be administered by Seattle Center.

Under this agreement, The Vera Project will present a minimum of 35 weekly all-ages concerts and other arts events at various venues, while also providing training opportunities for young people in the technical aspects of presenting events, including sound, lighting and security. The Vera Project is a youth-driven, volunteer-based organization providing artistic events and training and mentoring opportunities for young people in our community. In doing so, The Vera Project also supports young and emerging artists. During 2002, The Vera Project will work on the development of a long-range business and funding plan. This plan will be discussed with the City and others to determine the organizational and financial relationship between The Vera Project and the City in future years.

Thank you for your consideration of this legislation. Should you have questions please contact John Merner at 684-7124 or Ned Dunn at 684-7212.

Sincerely,


GREG NICKELS
Mayor of Seattle

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@ci.seattle.wa.us
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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STATE OF WASHINGTON - KING COUNTY

--SS.

145821
City of Seattle, Clerk's Office

No. TITLE ONLY ORDINANCES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOT:ORD#120803 & 120802

was published on

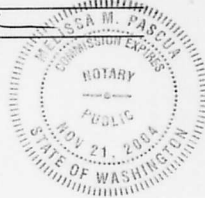
6/6/2002

G. Stedn
Subscribed and sworn to before me on

6/6/2002

Michael M. Pasqua
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 20, 2002, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 120803

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 120802

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, June 6, 2001.
690(145821C1)

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