Ordinance No. 122376

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Council Bill No. 115856

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for 2007 and 2008 for presentation of an all-ages music and art program.

CF No. _____

Date Introduced: 3.26.07	
Date 1st Referred: 3.26.07	To: (committee) Parks, Educatn, Libraries, + Labor
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 4-9-07	Full Council Vote: 9-0
Date Presented to Mayor: 4.a-07	Date Approved: 4-13-07
Date Returned to City Clerk: 4-13-07	Date Published: Title ONLY pgo 2 T.O. ✓ F.T. ____
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____ Councilmember

Committee Action:

April 4, 2007
PERF

Yea = DD, JD, RC
Nay = Ø

4-9-07 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

Ned Dunn/nd
CEN Vera 2007-8 ORD.doc
February 19, 2007
Version #1

ORDINANCE 122376

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for 2007 and 2008 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, 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, and has completed six successful years of presenting all-ages music and performing arts programming at various venues in Seattle; and

WHEREAS, based on The Vera Project's proven track record and its strong support from youth in the community, the City of Seattle wishes to contract with The Vera Project to provide all-ages programming at venues in the City for an additional two years; 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, or his or her designee, is authorized to execute, for and on behalf of The City of Seattle, a two-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 in 2007 and 2008, including a minimum of fifty events each year.

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

Passed by the City Council the 9th day of April, 2007, and signed by me in open session in authentication of its passage this 9th day of April, 2007.

President _____ of the City Council

Approved by me this 13th day of April, 2007.

Gregory J. Nickels, Mayor

Filed by me this 17th day of April, 2007.

City Clerk

(Seal)

Attachment 1: Agreement for Contract Services

SEA CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

February 27, 2007

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill that authorizes a two-year agreement with The Vera Project for the development and presentation of an all-ages music and arts program. Now in its seventh year, The Vera Project carries out one of the key recommendations of the City's Music and Youth Task Force by offering music and arts programming that targets youth under the age of twenty-one. In addition to presenting music and other arts events, The Vera Project provides training opportunities to youth in event production and management, including sound, lighting, and security. In 2007 Vera is bringing its innovative music and arts programming to the Seattle Center campus as a new long-term tenant.

Under the agreement authorized by this proposed legislation, The Vera Project (named after a youth music venue in the Netherlands) will present a minimum of 50 events during 2007 and 50 events during 2008. For these youth programming services, the City will pay The Vera Project $50,000 each year, with $25,000 from the Office of Arts and Cultural Affairs, $15,000 from the Department of Parks and Recreation, and $10,000 from Seattle Center. The agreement will be administered by Seattle Center. The Vera Project intends to leverage City funding to obtain additional funding in order to reach a goal of 80 events in 2007 and 88 events in 2008.

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. Passage of this legislation will allow Vera to continue its important work over the next two years. Thank you for your consideration of this legislation. Should you have questions, please contact Ned Dunn at 684-7212 or David Heurtel at 684-7302.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

CITY CLERK

Contract Name: THE VERA PROJECT
Expiration Date: December 31, 2008

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, Seattle Center, a City of Seattle department, supported by the people of Seattle, is home to the finest cultural and educational organizations, sports teams, festivals, community programs and educational facilities and exists to delight and inspire the human spirit in each person and bring us together as a rich and varied community; and

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, VERA is a non-profit corporation whose mission statement is attached hereto as EXHIBIT B; and

WHEREAS, VERA will move its offices, educational programs and performance music venue to Seattle Center in 2007; 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

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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 operating services 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 or subsequent to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

2. **TERM.** This Agreement shall commence on January 1, 2007, and, unless terminated earlier pursuant to the provisions hereof, shall expire on December 31, 2008 (the "Term").

3. **PURPOSE.** The purpose of this Agreement is to implement the Seattle City Council's intent that the CONTRACTOR receive funding in 2007-2008 that will allow it to continue its public programming at the same level as during the 2005-2006 years, managed by Vera Project Board of Directors and staff. The Seattle Center and its Director will monitor this contract and administer payments. Exhibit A sets forth the obligations of CONTRACTOR with respect to:

    - Organization and Program Overview
    - CONTRACTOR'S Deliverables with Timeline and Payment Schedule

4. Promotional Materials; Incorporation of Seattle Center, Mayor's Office of Arts and Culture and the Department of Parks and Recreation logos: VERA shall use its best efforts to incorporate the aforementioned logos on its website and all press releases. VERA shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of VERA that refers to the performance music venues, including not limited to advertisements, posters, programs, but not including tickets, notice that the performance music venues are located at the Seattle Center.

5. **PAYMENT.** As total compensation for the services provided under this Agreement, including all expenses and applicable taxes, the City shall pay the CONTRACTOR $50,000.00 (FIFTY THOUSAND DOLLARS AND no/100 CENTS) in 2007 and $50,000.00 (FIFTY THOUSAND DOLLARS AND no/100 CENTS) in 2008, as and when specified in Exhibit A.

6. **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 Director, together with evidence, to the reasonable satisfaction of the Director, that the CONTRACTOR has completed the performance/payment stage that would warrant the payment requested. Seattle Center

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shall endeavor to process such documentation and make payment to the CONTRACTOR within ten (10) business days from receipt of each properly documented invoice.

7. **PAYMENT OF TAXES.** The CONTRACTOR shall pay all City, State and Federal taxes applicable to CONTRACTOR'S services under this Agreement.

8. **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.

9. **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.

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

11. **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.

12. **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 or related to the CONTRACTOR'S performance of the services contemplated by this Agreement, including claims arising from occurrences at CONTRACTOR-produced events. 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.

13. **INSURANCE.**

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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 specified below.

1. Commercial General Liability insurance including:
— Premises Operations
— Products/Completed Operations
— Personal/Advertising Injury
— Contractual
— Independent Contractors
— Stop Gap/Employers Liability
— Fire/Tenant Legal
with a minimum limit of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage except:

$1,000,000 each offense Personal/Advertising Injury
$1,000,000 each accident/employee/disease Stop Gap/Employers Liability
$ 100,000 each occurrence Fire/Tenant Legal

2. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate, with a minimum limit of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage.

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

B. Other Requirements (Not Applicable to Washington State Worker's Compensation):

1. Deductibles or Self-Insured Retentions.
Any deductible or self-insured retention must be disclosed in writing 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.

2. City as Additional Insured.
The City of Seattle shall be an additional insured for primary and non-contributory limits of liability subject to a separation of interests clause under both Commercial General Liability and Automobile Liability insurance policies.

3. Insurer Security. Insurers shall either be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington, issued as surplus lines by a Washington Surplus lines broker or otherwise as may be approved by the CITY.

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4. Evidence of Insurance: The CONTRACTOR shall cause to be provided to the Director of the Seattle Center an original certificate of liability insurance, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, with an attached appropriate additional insured endorsement for the Commercial General Liability insurance. Such evidence of insurance shall include provision for not less than thirty (30) days notice of cancellation, except ten (10) days notice with respect to cancellation for non-payment of premium. A copy of such evidence of insurance shall be sent to:

The City of Seattle, Risk Management Division
P. O. Box 94669
Seattle, WA 98124-4669

The CITY reserves the right to obtain a copy of any policy required by this Agreement.

14. 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 Business Development 305 Harrison Street Seattle, WA 98109-4501 Phone: (206) 684-7240 Fax: (206) 684-7366
If the CONTRACTOR, to:	Shannon Roach The Vera Project 1122 East Pike St. #849 Seattle, WA 98122 Phone: (206) 956-8372 Fax: (206) 374-8372

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

15. 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).

16. 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

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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.

17. 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 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.

18. 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

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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-

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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.

19. 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 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.

20. 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.

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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, 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.

21. **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.

22. **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.

23. **EXECUTORY AGREEMENT.** This Agreement will not be considered valid until signed by both parties.

24. **BINDING EFFECT.** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

25. **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.

26. **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

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occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

27. **CAPTIONS.** The titles of sections are for convenience only and do not define or limit the contents.

28. **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.

29. **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.

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.

CITY CLERK

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. 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 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.

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 for operating services, 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
_____	_____
Robert Nellams Director, Seattle Center	Shannon Roach, Executive Director The Vera Project
_____	_____
Date	Date

FILED
CITY
CLERK

EXHIBIT A

SCOPE OF WORK

Vera Project Program (January 1, 2007– December 31, 2008).

CONTRACTOR shall continue an all-ages music and art program during 2007 and 2008. Each program shall include music and arts events to be held at The Vera Project's active programming space and other venues. 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.

Resulting Product.

CONTRACTOR shall develop the weekly programming for and present a minimum of 50 music events during both 2007 and 2008. In addition, CONTRACTOR will leverage this funding to secure additional funds in order to reach a goal of 88 total events, (80 in 2007, 88 in 2008) youth programs or exhibits per year.

Contractor Payment Schedule:

First payment – January 31, 2007 - $10,000.00
- Submit annual programming plan

Second payment – February 28, 2007 - $10,000.00
- Produce five events

Third payment – March 31, 2007 - $10,000.00
- Produce five events

Fourth payment – April 30, 2007 - $10,000.00
- Produce five events

Fifth payment – November 1, 2007 - $10,000.00
- Submit report on 50 music events and 80 total events of 2007 and the programming, budget and venue plan for 2007.

Sixth payment – January 31, 2008 - $10,000.00
- Submit annual programming plan
- Produce five events

Seventh payment – February 29, 2008 - $10,000.00
- Produce five events

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Eighth payment – March 31, 2008 - $10,000.00

- Produce five events

Ninth payment – April 30, 2008 - $10,000.00

- Produce five events

Tenth payment – November 1, 2008 - $10,000.00

- Submit report on 50 music events and 88 total events of 2008 and the programming, budget and venue plan for 2008.

TOTAL $100,000

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EXHIBIT B

THE VERA PROJECT MISSION STATEMENT

The Vera Project fuels personal and community transformation through the vehicle of popular music shows produced in partnership with young people in Seattle.

- *The Vera Project undertakes its mission through:*
- *Producing dynamic music shows and arts programs*
- *Producing skill-building workshops*
- *Providing mentoring and participatory learning opportunities*
- *Working in cooperation with public and private sector partners*

SEATTLE CITY CLERK

Ned Dunn/nd
CEN Vera 2007-8 FISC
February 19, 2007
Version #1

Form revised December 4, 2006

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Center	Ned Dunn 684-7212 David Heurtel 684-7302 Helaine Honig, Law, 684-8222	Mambo Emedi 233-2651

Legislation Title:
AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for 2007 and 2008 for presentation of an all-ages music and art program.

- **Summary of the Legislation:**

The attached legislation authorizes a two-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 50 music events in each year of 2007 and 2008, and for these youth programming services, the City will pay The Vera Project $50,000 in each year.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

An all-ages performing arts venue was a key recommendation of the City's Music and Youth Task Force in 1999. The Vera Project, which is named after a youth music venue in the Netherlands, recently completed its sixth successful year. 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. The proposed agreement extends City funding for The Vera Project for another two years (2007-8), at the same level as for 2005-6.

The Vera Project received $70,000 in funding from the City for its initial year of operation in 2001. In 2002, Vera received $75,000 in support from the City to provide youth programming, with this funding provided by the Arts Commission, Parks Department, and Seattle Center (Agreement authorized by Ordinance 120802). In 2003 through 2006, The Vera Project received $50,000 each year through the City, $25,000 from the Office of Arts and Cultural Affairs (formerly Seattle Arts Commission), $15,000 from the Parks Department, and $10,000 from Seattle Center (two two-year agreements authorized by Ordinances 121155 and 121818). The agreement for 2007 and 2008 between the City and The Vera Project extends this funding of $50,000 per year in City funds for the next two years, for which Vera will provide a minimum of 50 music and arts events each year. The

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Vera Project will leverage City funding to obtain additional funding for its activities. The agreement with The Vera Project will continue to be administered by Seattle Center. Beginning in 2007 The Vera Project will operate out of its new offices and event venue on the Seattle Center campus.

- *Please check one of the following:*

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

__X__ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Notes: The following appropriations for THE VERA PROJECT are included in the 2007 Adopted and 2008 Endorsed Budgets:

Office of Arts and Cultural Affairs -- $25,000

Department of Parks and Recreation -- $15,000

Seattle Center -- $10,000

TOTAL -- $50,000

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Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
TOTAL				

Notes:

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions created by this legislation In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
TOTAL							

* *List each position separately*
** *2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.*

Notes:

- **Do positions sunset in the future?** *(If yes, identify sunset date):*

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Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name and Number	Department	Budget Control Level*	2007 Expenditures	2008 Anticipated Expenditures
TOTAL				

** See budget book to obtain the appropriate Budget Control Level for your department.*

Notes:

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

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

Please list attachments to the fiscal note below:

None.

CITY CLERK

122376

STATE OF WASHINGTON – KING COUNTY

--ss.

210121 No.
CITY OF SEATTLE,CLERKS OFFICE

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

CT:122373-378 TITLE ONLY

was published on

04/18/07

The amount of the fee charged for the foregoing publication is the sum of $ 97.65, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 21, 2007

Subscribed and sworn to before me on 04/18/07

Notary public for the State of Washington, residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 9, 2007, 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. 122373

AN ORDINANCE relating to the Fleets and Facilities Department; authorizing the execution of a lease with Goodwill Development Association, a Washington State non-profit corporation; for the residential home for teen parents located at 339 22nd Avenue East, Seattle, Washington.

ORDINANCE NO. 122374

AN ORDINANCE relating to the King County Local Care Management program (KCLCM); authorizing a grant agreement with the Washington State Department of Social and Health Services (DSHS) for funding to operate the program; authorizing the execution of contracts in connection with this grant funding; increasing an appropriation in the 2007 budget of the Human Services Department (HSD) contingent upon the receipt of this grant funding; creating two new positions in HSD contingent upon receipt of this grant funding; and ratifying and confirming prior acts.

ORDINANCE NO. 122375

AN ORDINANCE relating to the Seattle Center Capital Reserve Plan; approving the Seattle Center Capital Reserve Plan; lifting the budget proviso that restricts expenditures from the Seattle Center Capital Reserve Subfund for certain specified projects in the Capital Reserve Plan; increasing appropriations to the Seattle Center Department in the 2007 budget; and amending the 2007-2012 Capital Improvement Program, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122376

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with The Vera Project for 2007 and 2008 for presentation of an all-ages music and art program.

ORDINANCE NO. 122377

AN ORDINANCE relating to City employment, authorizing execution of a collective bargaining agreement effective January 1, 2008 through December 31, 2008, between the City of Seattle and the Seattle Police Management Association, and ratifying and confirming prior acts.

ORDINANCE NO. 122378

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

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, April 18, 2007.

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