#3

Ned Dunn/nd
CEN VERA 2013-14 ORD
November 16, 2012
Version #2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117682

AN ORDINANCE authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program during 2013 and 2014; and ratifying and confirming certain prior acts.

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 ten successful years of presenting all-ages music and performing arts programming at various venues in Seattle; and

WHEREAS, The Vera Project has its offices, educational programs and performance music venue at Seattle Center; and

WHEREAS, since 2002, The Vera Project has served over 297,000 youth while reducing its reliance on City funding from 39% of its operating budget to 8%; 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, an 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 2013 and 2014, including a minimum of 50 events each year.

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

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

Passed by the City Council the ____ day of _____, 2012, and signed by me in open session in authentication of its passage this _____ day of _____, 2012.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2012.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2012.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: AGREEMENT FOR CONTRACT SERVICES

COUNCIL CLERK

Ned Dunn
CEN VERA 2013-14 Att. 1
December 11, 2012
Version 3

Contract Name: THE VERA PROJECT
Expiration Date: December 31, 2014

Attachment 1

AGREEMENT FOR CONTRACT SERVICES

This Agreement for Contract Services is made and entered into by and between THE CITY OF SEATTLE, a first class city of the State of Washington, acting through the Seattle Center Director, and THE VERA PROJECT, a Washington non-profit corporation.

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 presents 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 carries out its mission of fostering "a participatory creative culture through popular music concerts, arts programs, experiential learning and volunteer opportunities for all ages, especially young people" by producing music shows and arts events, producing skill-building workshops in related areas, and providing mentoring opportunities; and

WHEREAS, THE VERA PROJECT has its offices, educational programs and performance music venue at Seattle Center; 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; and to further a 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 CITY OF SEATTLE ("CITY") and THE VERA PROJECT ("CONTRACTOR") hereby agree as follows:

1. **ENTIRE AGREEMENT.** This Agreement for Contract Services ("Agreement"), including Exhibit A hereto, 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, 2013, and, unless terminated earlier pursuant to the provisions hereof, shall expire on December 31, 2014 (the "Term").

3. **PURPOSE.** Under this Agreement the CONTRACTOR will provide public programming during the Term of a similar type and at the same level as it provided under its Agreement with the City during 2011-2012. The Seattle Center and its Director will monitor this Agreement to ensure the CONTRACTOR provides the stated deliverables and will administer payments. Exhibit A, Scope of Work, 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 THE CITY OF SEATTLE AND SEATTLE CENTER LOGOS.** The CONTRACTOR shall use its best efforts to incorporate The City of Seattle and Seattle Center logos on its website and all press releases. The CONTRACTOR shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of the CONTRACTOR that refers to the performance music venues notice that the performance music venues are located at the Seattle Center. Such promotional material would include, but not be limited to, advertisements, posters and programs. It would not include tickets.

5. **PAYMENT.** As total compensation for the services provided under this Agreement, the CITY shall pay the CONTRACTOR $50,000.00 (FIFTY THOUSAND DOLLARS AND no/100 CENTS) in 2013 and $50,000.00 (FIFTY THOUSAND DOLLARS AND no/100 CENTS) in 2014, as and when specified in Exhibit A.

6. **PROCESS FOR PAYMENT.** To be eligible for any payment under this Agreement, the CONTRACTOR must submit an invoice to the Seattle Center 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. 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.

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 SUBCONTRACTING OR ASSIGNMENT OF WORK WITHOUT AUTHORIZATION.** The work and services required of the CONTRACTOR by this Agreement are personal and shall not be assigned, subcontracted, 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

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negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

13. 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 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.

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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.

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
Fax: 206-470-1270
Email: riskmanagement@seattle.gov

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 to SEATTLE CENTER, to:	Seattle Center Productions 305 Harrison Street Seattle, WA 98109-4501 Phone: (206) 684-7377 Fax: (206) 684-4183
If to the CONTRACTOR, to:	Joshua Powell The Vera Project 305 Harrison Street Seattle, WA 98109 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).

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16. **AUDIT.** Upon request, the CONTRACTOR shall permit the CITY, and any other governmental agency ("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 this Agreement 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.

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. **FIREARMS POLICY**. The CONTRACTOR agrees to adopt and implement a policy prohibiting any person, except for law enforcement officers and on-duty security personnel, from possessing firearms on the Premises leased by CONTRACTOR.

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19. 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 CITY's Director of Finance and Administrative Services (or his/her designee), upon request and on such form as may be provided therefore, 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 and Administrative Services for the purposes of investigation to determine compliance with the requirements of this section.

C. If, upon investigation, the Director of Finance and Administrative Services 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 and Administrative Services, 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

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services of available minority community and public organizations to perform outreach.

E. Upon request by the Department of Finance and Administrative Services, 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. 20.42 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.

20. 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.

21. 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

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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, 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.

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.

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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 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.

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D. Notice: Notice of termination pursuant to this Section 30 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 on a prorated basis in relation to the calendar year. 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.

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	Joshua Powell Executive Director The Vera Project
_____	_____
Date	Date

COUNCIL CLERK

EXHIBIT A

SCOPE OF WORK

Vera Project Program (January 1, 2013– December 31, 2014).

CONTRACTOR shall produce an all-ages music and art program during 2013 - 2014. The program shall include music and arts events to be held at CONTRACTOR's active programming space at Seattle Center and other Seattle area venues. The content will consist of local and touring bands, art exhibits, dance groups, and disc jockeys.

CONTRACTOR will provide security training to its staff and volunteers as well as employ professional security people on an "as needed" basis to meet the satisfaction of the Seattle Police Department West Precinct Commander, or his designee.

Resulting Product.

CONTRACTOR shall develop the programming for and present a minimum of 50 music events during both 2013 and 2014. In addition, CONTRACTOR will leverage CITY funding to secure additional funds in order to reach a goal of 160 total (80 in 2013, 80 in 2014) events, youth programs or exhibits per year.

Contractor Payment Schedule:

First payment – Upon Satisfying Deliverables - January 31, 2013 - $50,000.00

- Submit report on 2012 events including a detailed schedule of annual programming, attendance, numbers of volunteers utilized and budget.
- Submit annual programming plan for 2013.

Second Payment – Upon Satisfying Deliverables – January 31, 2014 - $50,000.00

- Submit report on 2013 events including a detailed schedule of annual programming, attendance, numbers of volunteers utilized and budget.
- Submit annual programming plan for 2014.

TOTAL $100,000

COUNCIL CLERK

Ned Dunn
CEN VERA 2013-14 FISC
November 16, 2012
Version #2

Form revised: December 6, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Center	Ned Dunn 684-7212 John Merner 684-7124 Suzanne Smith, Law, 684-5472	Greg Shiring 386-4085

Legislation Title:
AN ORDINANCE authorizing the Seattle Center Director to execute an agreement with The Vera Project for presentation of an all-ages music and art program during 2013 and 2014; and ratifying and confirming certain prior acts.

Summary of the Legislation:
The attached legislation authorizes a two-year agreement with The Vera Project, a Washington non-profit corporation, for the continued development and presentation of a youth music and arts program. The Vera Project will present a minimum of 50 annual music shows and other arts events for persons under 21 years of age, with people of all ages welcome. In return for these youth programming services, the City will pay The Vera Project $50,000 in each year.

Background:
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. Vera has been operating in Seattle for the past eleven years, and relocated its facilities to the Seattle Center campus in 2007. In 2006, the City Council approved a ten year lease agreement with Vera for use of the Northwest Rooms at Seattle Center. The annual lease payment is currently $39,530 (Ordinance 122068).

In addition to the lease agreement, the City has also provided Vera with various levels of programming support since they began operating in 2007. In 2001, the City provided $70,000 to support their first year of operation. In 2002, several different City departments provided a total of $75,000 to support expanding youth programming efforts (agreement authorized by Ordinance 120802). From 2003 through 2008, The Vera Project received $50,000 each year consisting of $25,000 from the Office of Arts and Cultural Affairs (OACA), $15,000 from the Department of Parks and Recreation (DPR), and $10,000 from Seattle Center (agreements authorized by Ordinances 121155, 121818 and 122376).

In 2009, a new two year agreement was approved, which continued the same level of funding support through 2010 (Ordinance 122973). One minor change in how the funding was administered was approved as part of the Adopted 2009/2010 Budget which consolidated the funds from OACA and DPR in Seattle Center's budget. The change was made only to streamline administration of the contract with Vera, which is managed by Seattle Center. This structure was continued in 2011/2012. The new agreement for 2013/2014 does not include any changes to the

COUNCIL CLERK

current amount of programming support provided to Vera. In return, Vera will provide a minimum of 50 music and arts events each year. In addition, The Vera Project will try to leverage City funding with outside resources to increase the number of events per year from 50 to 80.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2012 Appropriation	2013 Anticipated Appropriation
TOTAL				

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

Appropriations Notes:
There is no appropriation requested with this legislation. The funding for this agreement is included in the Proposed 2013/2014 Budget.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
TOTAL				

Revenue/Reimbursement Notes:
No revenues are anticipated as a result of this legislation.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2012 Positions	2012 FTE	2013 Positions*	2013 FTE*
TOTAL							

** 2013 positions and FTE are total 2013 position changes resulting from this legislation, not incremental changes. Therefore, under 2013, please be sure to include any continuing positions from 2012.*

Position Notes:
There are no position impacts as a result of this legislation.

CITY COUNCIL CLERK

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2012 Expenditures	2013 Anticipated Expenditures
TOTAL				

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

Spending/Cash Flow Notes:
Not applicable.

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
No

b) **What is the financial cost of not implementing the legislation?**
There is no financial cost if this legislation is not implemented.

c) **Does this legislation affect any departments besides the originating department?**
No

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
There are no viable alternatives that would achieve the same objective

e) **Is a public hearing required for this legislation?**
No

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No

g) **Does this legislation affect a piece of property?**
No

h) **Other Issues:**
Without a continuation of City support, The Vera Project will not be able to provide 50 music and arts events for youth and will not be able to leverage this funding to provide up to 80 total events each year.

List attachments to the fiscal note below: None.

COUNCIL CLERK

City of Seattle
Office of the Mayor

November 13, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that authorizes a two-year agreement with The Vera Project for their continued production of an all-ages music and art program for 2013 and 2014. Vera has been providing youth programming services to the public since 2002, and they moved their administrative offices and programming venue to the Seattle Center campus under a ten-year lease agreement in 2006. Now in its sixth year at Seattle Center, The Vera Project continues to present music and arts programming that targets youth under the age of 21, and also provides training opportunities to youth in event production and management, including sound, lighting, and security.

Under this agreement, The Vera Project will present a minimum of 50 events each year. As in prior years, the City will pay The Vera Project $50,000 annually for these youth programming services. In return, the Vera Project intends to leverage City funds with other resources to increase the number of annual events from 50 to 80 each year. This legislation does not require appropriation authority, and the funds were included in the Proposed 2013/2014 Budget.

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 John Merner at 684-7124.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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COUNCIL CLERK