

**RESOLUTION NO. 1873**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE  
MAYOR TO SIGN AN AGREEMENT WITH FRIENDS OF THIRD  
PLACE COMMONS FOR CALENDAR YEARS 2023-2024**

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**WHEREAS**, there is a need for a community gathering place in the City to host programs and events; and

**WHEREAS**, Friends of Third Place Commons provides a gathering place for arts, seniors, businesses, schools, library, healthcare, and resident programs and events; and

**WHEREAS**, the City desires to contract with Friends of Third Place Commons to provide these programs and events for the community as described within the agreement attached hereto; and

**WHEREAS**, Friends of Third Place Commons is qualified and willing to undertake the aforementioned services, consistent with all requirements of State law and City ordinances and regulations as provided for herein; and

**WHEREAS**, the City Attorney has reviewed and approved the proposed agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

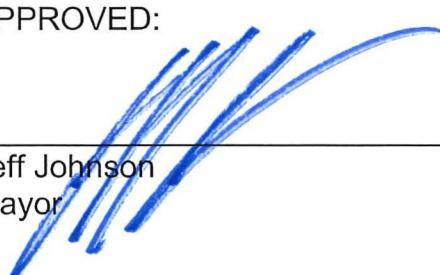
**Section 1. AUTHORIZATION.** The Mayor is authorized to sign the agreement attached hereto as Exhibit A with Friends of Third Place Commons for calendar years 2023-2024.

**Section 2. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of December, 2022.

APPROVED:

Jeff Johnson  
Mayor



ATTEST/AUTHENTICATED:



Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: December 2, 2022  
PASSED BY THE CITY COUNCIL: December 8, 2022  
RESOLUTION NO.: 1873

## EXHIBIT A to Resolution 1873



Agency: Friends of Third Place Commons	Federal ID Number: 91-2054524
Contract Dates: January 1, 2023 – December 31, 2024	Funding Source: General Fund

### AGENCY SERVICES AGREEMENT

THIS Agency Services Agreement (the “Agreement”) constitutes the entire agreement entered into between the City of Lake Forest Park, a municipal corporation of the State of Washington (hereinafter referred to as “the City,”) and Friends of Third Place Commons, a 501(C)3 non-profit (hereinafter referred to as “the Agency.”) The term of this agreement is January 1, 2023 - December 31, 2024.

WHEREAS, the City has determined that Third Place Commons provides a needed community gathering place for arts, culture, entertainment, information, and socialization; and

WHEREAS, the City desires to contract with the Agency to provide services for such a gathering place as described within this Agreement; and

WHEREAS, the Agency is qualified and willing to undertake the aforementioned eligible services, consistent with all requirements of State law and City ordinances and regulations as provided for herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

#### ARTICLE I

##### Services and Responsibilities of the Agency

- 1.1 Basic Services: The Agency shall provide the basic services set forth in the Scope of Work attached and incorporated herein as Exhibit A (the “Project” or “Services”).
- 1.2 Additional Services: The Agency may be requested in writing to perform additional or follow-up work to complete this Project in addition to the basic services in Exhibit A. Additional services must be authorized in a written addendum to this Agreement and approved by both parties.
- 1.3 Notice Affecting Performance: The Agency shall notify the City’s representative of any matters affecting the eligibility of the Agency to continue to perform services purchased through this agreement immediately after the Agency’s discovery of the same.
- 1.4 Quality of Performance: The Agency shall be responsible for the quality and suitability of services provided at Third Place Commons to provide a community gathering place for arts, culture, entertainment, information, and socialization. The City shall judge the adequacy and efficiency of the services provided, the sufficiency of records, and the result produced. If during the course of this Agreement the services rendered do not produce the desired results, the Agency shall take such corrective action as the City may require. Failure to promptly take such actions reasonably required by the City shall be material breach of the Agreement and cause for termination.
- 1.5 Use of Contract Funds: The Agency agrees that it will not use any funds received from the City for

## EXHIBIT A to Resolution 1873

reasonable attorney's fees, due to the negligent acts, errors, or omissions of the Agency, the Agency's agents, and/or employees in performing the work required by this Agreement, except losses occasioned by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.8 **Subcontractors:** The Agency shall not assign or subcontract any portion of the services contemplated by the Agreement without the express written consent of the City. The Agency shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverage provided by subcontractors shall be subject to all of the requirements of this Agreement.

## ARTICLE VI

### **Record Keeping**

6.1 **Right to Audit:** The City shall have the right to audit the Agency's books and records with respect to services provided, costs, and compensations paid, and any other applicable provisions covered by this Agreement. The Agency shall provide access to any of its documents, books, papers, and records that may be requested by any local, state or federal granting agency which are directly pertinent to funding for this Project for the purpose of making any audit, examination, excerpts, and transcriptions.

6.2 **Agency Records:** The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement, and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement. The Agency agrees to cooperate in the production of documents in the possession of the Agency and subject to public records requests received by the City under chapter 42.56 RCW.

6.3 **Maintenance of Records:** Records shall be maintained for a period of three (3) years after termination of the Agreement.

## ARTICLE VII

### **Nondiscrimination**

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

## EXHIBIT A to Resolution 1873

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

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

## ARTICLE VIII

### **Recycled Product Procurement Policy**

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

## ARTICLE IX

### **Termination of Agreement**

9.1 Termination of Agreement for Cause:

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

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

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

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

## ARTICLE X

### **Future Support**

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

## ARTICLE XI

EXHIBIT A to Resolution 1873

**Entire Agreement**

11.1 **Entire Agreement:** This contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement consists of six pages plus the attached exhibits incorporated herein:

Exhibit A      Scope of Work  
Exhibit B      Program Budget  
Exhibit C      Invoice for Services, Service Report, and Service Summary Report

11.2 **Severability:** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

11.3 **Modification of Agreement:** This Agreement may be modified only by written amendment signed by both the City and Agency and, if required by City resolution, ordinance or code, approved by the City Council.

11.4 **Arbitration:** In the event of any dispute over any part or portion of this Agreement, the matter shall be resolved in accordance with the existing King County Superior Court Rules for mandatory arbitration. The party prevailing in its claim shall be entitled to recover its costs and reasonable attorney's fees, both at arbitration and on appeal.

City of Lake Forest Park

Friends of Third Place Commons

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Jeff Johnson, Mayor

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Amy Whittenburg, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Matt McLean, City Clerk

APPROVED AS TO FORM:

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Kim Adams Pratt City Attorney

## SCOPE OF WORK - EXHIBIT A [2023-2024]

### SECTION 1—Work Products

The Agency will provide the following programs each year at a fee for service, based on the following rates. All programs are free to the public.

<u>Programs</u>	<u>Cost</u>
1. <b>Community Events</b> (14 total events; \$812.49/event)	\$11,375
2. <b>Farmers Markets</b> (24 total sessions; \$350/session)	\$8,400
3. <b>Senior Events</b> (3 total events; \$721.84/event)	\$2,166
4. <b>Teen/Youth Programs</b> (4 total events; \$340/event)	\$1,360
5. <b>Performing Artists</b> (20 events; \$260/event)	\$5,200
	<b>Total \$28,500</b>

## PROGRAM BUDGET - EXHIBIT B [2023-2024]

<b>Budget Category</b>	<b>LFP Funds</b>	
	<b>2023</b>	<b>2024</b>
Personnel Costs		
Office/Operating Supplies		
Telephone & Technology	\$200	\$200
Artist and Fees: Program expenses		
Supplies & Materials: Programs	23,300	\$23,300
Sound Technician		
Printing/Duplicating/Marketing	\$2,000	\$2,000
Program Supplies	\$3,000	\$3,000
<b>Total</b>	<b>28,500</b>	<b>\$28,500</b>
<b>Match</b>	<b>11,000</b>	<b>\$11,000</b>

# INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

## SECTION 1—Invoice

### Payer:

City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155  
Attn: Community Volunteer Coordinator  
(206) 957-2814

### Payment to:

Friends of Third Place Commons  
PMB 309  
17171 Bothell Way NE  
Lake Forest Park, WA 98155  
Agency Contact: Amy Whittenburg  
(206) 366-3302

Billing Period:	Total Quarter Request:
<b>Date submitted:</b>	
Yearly Contract Amount	\$28,500
Amount Billed this Report	
Amount Previously Billed	
Total YTD	
Contract Balance Remaining	

Total Required Yearly Matc	\$ 11,000.00
Required by 6/30: \$5,500	
Required by 12/31: \$5,500	

*\*Please provide documentation  
in Exhibit C(2)*

### Payment Request For Services

Service	Fee	This Request	Previous Request	YTD	Balance
<b>Total</b>					

*Under penalty of perjury under the laws of the State of Washington, I swear and affirm that the information provided in this invoice is true and correct.*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **PROGRAM BUDGET - EXHIBIT C [2023-2024]**

### **SECTION 2**

#### **PROOF OF LOCAL FUNDING MATCH**

Notwithstanding the payments for services identified in the Scope of Work, Exhibit A, the City's obligation to compensate the Agency is capped at \$15,000.00 for each year unless the Agency provides the City with documentation as defined in the Program Budget, Exhibit B that the Agency raised funds from residents of the City, businesses located in the City or other non-government agencies during calendar years 2023 and 2024. Upon receipt of the proper documentation as defined in the Program Budget, Exhibit B, the City shall pay the Agency up to but not to exceed an additional \$11,000.00. Payment shall be made in a lump sum for any services rendered and unpaid for, and to the extent services are not rendered then as they are provided.

DATE: \_\_\_\_\_

<u>Funding Source</u>	<u>Amount</u>	<u>Date</u>	<u>Notes</u>
1.			
2.			
3.			
4.			
5.			

## INVOICE FOR SERVICES - EXHIBIT C [2023-2024]

### SECTION 3—Service Report

Agency: Friends of Third Place Commons

Reporting Dates: \_\_\_\_\_ to \_\_\_\_\_

Program/Activity	Event Date	Event Location	Actual # of Attendees	Projected # of Attendees
1.				
2.				
3.				
4.				
5.				
6.				

### SECTION 3—Service Summary Report

1. Describe your achievements for the half year in implementing program activities:

2. Did you reach your performance/attendance goals?

## **INVOICE FOR SERVICES - EXHIBIT C [2023-2024]**

### **SECTION 3—Service Summary Report**

Agency: Friends of Third Place Commons

Reporting Dates: \_\_\_\_\_ to \_\_\_\_\_

**3. If you did not reach your performance/attendance goals, please explain why and list what corrective actions you will take to ensure that this does not happen again.**

**4. Please describe any insights into/about your program's development:**