

RESOLUTION NO. R- 2726

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT (81-MX-1) WITH THE WASHINGTON STATE ARTS COMMISSION AND A CONTRACT WITH KING COUNTY (King County Arts Commission Contract No. D07482D) FOR GRANTS TO SUPPORT A COOPERATIVE COMMUNITY ARTS PROGRAM TO BE HELD WITHIN THE CITY OF KIRKLAND DURING JULY AND AUGUST 1980.

WHEREAS, the Kirkland Parks and Recreation Department has received from the Washington State Arts Commission a grant in the amount of \$3,000.00 to support a cooperative community performing arts program to be held within the City of Kirkland during July and August 1980; and

WHEREAS, the Kirkland Parks and Recreation Department has additionally received from the King County Art Commission a similar grant in the amount of \$800.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

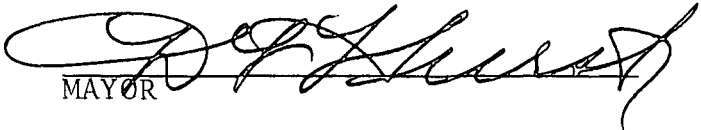
Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and the Washington State Arts Commission identified as Contract No. 81-MX-1, and providing for a grant of \$3,000.00 to support certain cooperative community performing arts programs to be held within the City of Kirkland during the months of July and August 1980. A copy of said contract is attached to the original of this resolution and incorporated herein.

Section 2. The City Manager of the City of Kirkland is further hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and King County identified as King County Arts Commission Contract No. D07482D, and providing for a grant of \$800.00 to provide additional support for the cooperative community performing arts program to be held within the City of Kirkland during July and August 1980. A copy of said contract is attached to the original of this resolution and incorporated herein.


PASSED by majority vote of the Kirkland City Council in regular open meeting on the 2nd day of June, 1980.



SIGNED IN AUTHENTICATION THEREOF on the 2nd day of  
June, 1980.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)



(2) The SUB-GRANTEE agrees that the funds granted shall be expended solely for the activities described in the approved application and above, unless a specific request in writing has been received from the SUB-GRANTEE for a modification, which must then be approved by the COMMISSION. Any funds granted must be committed and expended within the grant period, with the exception of Federal funds which may be expended up to three months after June 30, 1981, upon approval by the COMMISSION. The SUB-GRANTEE agrees to immediately notify the COMMISSION if any portion of grant funds will not be expended and such unexpended funds are then to be returned to the COMMISSION.

(3) The SUB-GRANTEE agrees that the funds granted under this program shall not be used to pay more than fifty (50) per cent of the total cost of any particular project or projects supported under the plan.

(4) The SUB-GRANTEE shall maintain accounts, records, and other evidence pertaining to costs incurred and revenues acquired under this sub-grant. The system of accounting employed by the SUB-GRANTEE shall be in accordance with generally accepted accounting principles, and will be applied in a consistent manner so that the project expenditures can be clearly identified. The records should clearly show that matching or cost-sharing expenditures are not less than the amount contemplated in the grant agreement and amendments thereto.

(5) The SUB-GRANTEE agrees that the Federal Government and/or the State Government may inspect and audit the SUB-GRANTEE's financial accounts and records, or may designate a qualified person to do so on its behalf, at any time during reasonable business hours and with such frequency as may be deemed necessary. Inspection and audit may include pre-disbursement visits to determine the adequacy of the SUB-GRANTEE accounting system. Financial records must be kept on file for a minimum of three years following the termination of the grant period. The required retention period may be extended by written notification from the COMMISSION.

- (6) The SUB-GRANTEE financial management systems shall provide for:
- (a) Accurate, current and complete disclosure of the financial results of each grant program in accordance with Commission reporting requirements.
  - (b) Records which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
  - (c) Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - (d) Comparison of actual with budgeted amounts for each grant. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required.
  - (e) Procedures to minimize the time elapsing between the transfer of funds from the state disbursing office and the disbursement by the grantee.
  - (f) Procedures for determining the allowability and allocability of costs in accordance with the provisions of Federal Management Circular 74-4. (Copy available upon request.)
  - (g) Accounting records which are supported by source documentation.
  - (h) Systematic method to assure timely and appropriate resolution of audit findings and recommendations.

(Over)

(7) The SUB-GRANTEE agrees that a final report on Washington State Arts Commission Form AC-4, and other inclusions, will be completed and returned to the COMMISSION within 30 days following the project completion date. The SUB-GRANTEE agrees that it will provide the COMMISSION with color slides; glossy black-and-white photographs; clippings; and catalogs, programs, or other printed materials relating to the project.

(8) The SUB-GRANTEE agrees that the funds received under this grant shall not be used to supplant funds normally budgeted for services of the same type.

(9) The SUB-GRANTEE agrees that it is the official and sole agency for the administration of the grant described in this contract.

(10) The SUB-GRANTEE agrees to provide funds equal to those funds sub-granted by the COMMISSION, and certifies to the COMMISSION that such funds have been received, or are anticipated, as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
<u>City budget</u>	<u>\$ 8,576</u>
<u>Moss Bay Celebration, Inc.</u>	<u>1,000</u>
<u>King County Arts Commission</u>	<u>1,050</u>
<u>Renton Musicians Local Trust Fund</u>	<u>1,000</u>
<u>L.W.S.D. - Chair use</u>	<u>150</u>
<u>City - stage use</u>	<u>200</u>
<u> </u>	<u> </u>

(11) The SUB-GRANTEE agrees that Federal funds received under this sub-grant will not be matched with funds received from other sources within the National Endowment for the Arts.

(12) The SUB-GRANTEE agrees that no funds under this sub-grant will be used for programs or projects outside of the State of Washington, without prior authorization of the COMMISSION.

(13) In all published material and announcements regarding this program the SUB-GRANTEE agrees that a special note will be made as follows:

(a) Federal funds: "This project is jointly supported, in part, by a grant from the Washington State Arts Commission and the National Endowment for the Arts in Washington, D. C., a Federal agency."

(b) State funds: "This project is supported, in part, by a grant from the Washington State Arts Commission."

(c) When no printed matter is produced, oral credit shall be given.

(14) This sub-grant may be terminated by the COMMISSION, in whole or in part, after consultation with the SUB-GRANTEE, at the COMMISSION's discretion and at any time on thirty (30) days written notice. Such termination shall not affect any commitment which, in the judgment of the COMMISSION, had become firm prior to the effective date of the termination.

(15) The SUB-GRANTEE warrants itself to be a non-profit organization and one to which donations are allowable as a charitable contribution under Section 170(c) of the Internal Revenue Code of 1954 as amended. It is the responsibility of the SUB-GRANTEE to promptly notify the COMMISSION of any changes from its not-for-profit, tax-exempt status.

(16) The COMMISSION reserves the right to terminate the sub-grant in whole or in part, and require the return of all funds granted upon the failure of the SUB-GRANTEE to submit requested reports required by the Washington State Arts Commission within such time periods as designated by the COMMISSION.

(Over)



(17) It is a condition of this sub-grant that each item of equipment purchased will continue to be used for the same or similar purposes as the original purpose of this project. It is understood that each item purchased will be identified in the expenditure reports. Such identification shall include as a minimum, manufacturer's name, model designation, serial number, acquisition costs, date of purchase, and permanent location.

(18) Periodic expenditure reports may be required of the SUB-GRANTEE and will be made available upon request of the COMMISSION; and SUB-GRANTEE agrees that the Federal and/or State Government and the COMMISSION shall, until three years after final payment under the sub-grant, have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-grant or contract.

(19) The Federal and/or State Government reserve a non-exclusive license to use and reproduce for Government purposes, without payment, any publishable matter, including copyrighted matter, arising out of grant activities where the Government deems it in its interest to do so.

(20) In consideration of a grant made under section 5 of the National Foundation on the Arts and the Humanities Act of 1965 and in order to satisfy the condition expressed in section 5 (j) of that act so as to be eligible to receive federal grant funds, the SUB-GRANTEE does hereby make his contractually binding promise to the Secretary of Labor that (1) all professional performers and related or supporting professional personnel (other than laborers or mechanics with respect to whom labor standards are prescribed in subsection 5 (k) of the said act) employed on projects or productions which are financed in whole or in part under this section will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in 29 CFR

503 3 (a) to be the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any project or production which is financed in whole or in part under section 5 of the National Foundation on the Arts and the Humanities Act of 1965 will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations listed in 29 CFR 503 3 (a). SUB-GRANTEE further promises to keep the records and permit the inspections provided by 29 CFR 505 5 (b). A copy of 29 CFR Part 505 is attached and becomes a part of this contract. This promise may be enforced by the Secretary through any appropriate action at law or in equity in any court of competent jurisdiction. If this contract involves state funds only, this section is inapplicable.

(21) The SUB-GRANTEE assures compliance with National Endowment for the Arts Regulations under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title IX of the Education Amendments of 1972; and hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and all regulations of the National Endowment for the Arts issued pursuant to these statutes. Title VI, Section 504, and Title IX prohibit discrimination on the basis of race, color, national origin, handicap, or sex in any program or activity receiving National Endowment for the Arts (NEA) support. The SUB-GRANTEE hereby gives assurance that it immediately will take any measures necessary to comply.

This assurance shall obligate the SUB-GRANTEE for the period during which the federal financial assistance is extended, with two exceptions. First, if any personal property is acquired with NEA assistance, this assurance shall

(Over)

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obligate the SUB-GRANTEE for the period during which it retains ownership or possession of that property. Second, if any real property or structure is improved with NEA support, this assurance shall obligate the SUB-GRANTEE or any transferee for as long as the property or structure is used for the grant or similar purposes.

This assurance is given in connection with any and all financial assistance received from the NEA after the date this form is signed. This includes payments after such date for financial assistance approved before such date.

The SUB-GRANTEE recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUB-GRANTEE, its successors, transferees, and assignees, and on the authorized official whose signatures appears below.

As a condition to approval of a federal grant, NEA regulations require all organizational SUB-GRANTEES to execute the "Assurance of Compliance" form, whether or not a comparable form has been filed with another agency.

(22) The SUB-GRANTEE shall not discriminate against any employee who is employed in connection with work covered by or related to this Agreement, or against any applicant for such employment because of race, creed, color, sex, age, handicap or national origin.

WASHINGTON STATE ARTS COMMISSION:

SUB-GRANTEE:

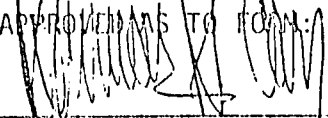
James L. Haseltine  
Title Executive Director

\_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Organization \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Assistant Attorney General  
Date APRIL 15 1980

KING COUNTY ARTS COMMISSION  
500 King County Administration Building  
Seattle, Washington 98104  
(206) 344-7580

CONTRACT #: DO74B2D

CONSULTANT: Kirkland Parks and Recreation Dept.

ADDRESS: 215 Central Way  
Street

Kirkland, WA 98033  
City Zip Code

CONTACT PERSON: Patrice Thorell

TELEPHONE: 822-9271 ex. 240

SERVICES PROVIDED: Fees for artists' services

AMOUNT: \$800.00

FUND SOURCE: Community Arts

DURATION: Sept. 30, 1980

### CONTRACT FOR ARTISTIC SERVICES

THIS CONTRACT, entered into this 29th day of February, 19 80, between the KING COUNTY ARTS COMMISSION, hereinafter referred to as "County", and Kirkland Parks and Recreation Department, hereinafter referred to as the "Contractor".

#### WITNESSETH:

WHEREAS, the County is undertaking certain activities necessary to further public awareness and interest in the arts, and as authorized by Ordinance No. 1991, and WHEREAS, the County desires to engage the Contractor to render certain services in connection with such undertaking of the County,

NOW, THEREFORE, the parties do mutually agree as follows:

#### I. SCOPE OF SERVICES

Fees for artists' services for second annual Kirkland Summer Arts Series held during July and August, 1980: Covers partial cost of performances by Bill Evans Dance Company, Radost Folk Ensemble, and Empty Space Theatre. All performances are free, advertised and open to the general public. All publicity shall include substantially the following: This event made possible in part by support of the King County Arts Commission.

#### II. DURATION OF CONTRACT

The services of the contractor shall commence on the 29th day of February, 19 80, and terminate on the 31st day of December, 19 80. The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

#### III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Contractor for the services as specified in Section I in an amount not to exceed \$800.00, payable in the following manner:

Full payment upon completion of Arts Series and upon receipt of properly-executed invoice and narrative.

B. The County will initiate authorization for payment after receipt of a properly executed invoice and evaluation report and shall make payment to the Contractor not more than thirty (30) days after said invoice is received by the County.

IV. CHANGES

Either party may request changes in scope of services, performing or reporting standards to be performed or provided hereunder. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this agreement.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Contractor shall maintain accounts and records, including personnel, financial and programmatic records, and other such records as may be deemed necessary by the County to ensure compliance with this agreement. Said records and documents shall be subject to inspection, review and audit by the County during the performance of this Contract.

VI. EVALUATION

The Contractor agrees to cooperate with the County in the evaluation of the Contractor's project, and to make available all information required by any such evaluation process.

VII. TERMINATION

- A. This Contract is subject to termination upon thirty (30) days' notice by the County should the Contractor fail to comply with the terms and conditions expressed herein.
- B. Upon mutual agreement, either party may terminate this Contract without cause in writing upon thirty (30) days' notice.

VIII. HOLD HARMLESS AND INDEMNIFICATION

A contractor shall protect, indemnify and save harmless King County, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims, demands and causes of action of any kind or character, including the costs of defense thereof arising in favor of the contractor's employees or third parties, including but not exclusively on account of personal injuries, death or damage to property arising, occurring or resulting from an act or omission of supplying work, services, materials or supplies in connection with the performance of this contract or in any way resulting from the willful or negligent acts or omissions of the contractor and/or its agents, employees, subcontractors or representatives except when such claims, demands and causes of action are solely and entirely the fault of King County or its above-named officials, employees and agents.

IX. NON-DISCRIMINATION

The Contractor agrees to the conditions of all Federal, State and local non-discrimination laws that may be applicable to this agreement and specifically agrees to the conditions of King County Ordinance No. 4528 and its implementation guidelines, which forbids discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status or the presence of any sensory, mental or physical handicap.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

ATTEST:

KING COUNTY, WASHINGTON

\_\_\_\_\_  
Donald G. Phelps  
County Administrative Officer

\_\_\_\_\_  
John D. Spellman  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirkland Parks and Recreation Dept.  
Contractor

\_\_\_\_\_  
Deputy Prosecuting Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Title

CITY OF



KIRKLAND

210 MAIN STREET • KIRKLAND, WASHINGTON 98033 (206) 823-9271

CITY OF KIRKLAND PARKS & RECREATION DEPARTMENT  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 29th day of April 1980 by and between the city of Kirkland Parks & Recreation, with principal offices located at 215 Central Way, Kirkland, Washington, hereinafter referred to as "City" and (name) Empty Space Theatre with address as below, hereinafter referred to as "Contractee".

WITNESSETH:

WHEREAS, The City desires to have certain services performed as described within this contract and,  
WHEREAS, The City will contract with the Contractee named herein to provide or perform the stated services,  
NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES AND TERM OF EMPLOYMENT: The Empty Space Theatre will perform on Sunday, August 10, 1980 at 3:00 P.M. at Marina Park, Kirkland, Washington
2. PAYMENT: The City agrees to compensate Contractee in the amount of \$1,500.00 by check after completion of services.
3. PROTECTION OF PROPERTY: Contractee agrees that it shall be the sole responsibility of Contractee to provide means to protect its property at all times, including but not limited to supplies and equipment necessary for its service, and to hold the City harmless from any liability of loss due to theft or damage of any kind.
4. LIABILITY: The Contractee shall save and hold harmless the City with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done in the performance of the services embraced by this contract.
5. TAXES AND LICENSES: All federal, state and local licenses required for the service rendered under this Agreement shall be obtained and paid for by Contractee. Contractee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.
6. PUBLIC ANNOUNCEMENTS: Public announcements and other forms of notice relating to the presentations contemplated under this agreement shall clearly show that such presentations are made and sponsored by the City or by the City with the assistance of the contractee.
7. SIGNS AND ADVERTISING: Contractee agrees that all signs, advertisements, show-bills, lithographs, posters or cards of any description must be approved by the City.
8. COPY AND RECORDING RIGHTS: Contractee agrees that City shall have the sole and exclusive photography, radio, television and recording rights with respect to the services rendered under this Agreement and the use of facilities by the Contractee. Contractee may use such photographs, films and recording with the permission of the City.
9. PUBLICITY: If required, Contractee agrees to appear at a minimum of scheduled appointments for publicity and promotional purposes, such as interviews, television shows, photography sessions and the like.

*Delete Sole and exclusive media rights only.*

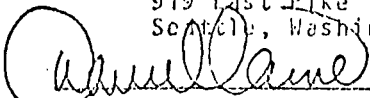
R-2726

- CONTRACTUAL RELATIONSHIP:** This Agreement does not constitute Contractee the agent or legal representative of City for any purpose whatsoever. Contractee is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
11. **NON-DISCRIMINATION EMPLOYMENT AND SERVICE:** Contractee agrees to comply with all Federal, state and local laws and ordinances prohibiting discrimination with regard to race, creed, color, national origin, sex, age or physical handicap in regard to employment. In addition, Contractee agrees that it will not discriminate by segregation, or otherwise against any person or persons because of race, creed, color, national origin, sex, age or physical handicap in furnishing, refusing to furnish to such person or persons the services, privileges, accommodations and activities provided by Contractee.
  12. **ASSIGNMENT:** The rights granted by this Agreement are personal in nature and may not be assigned or sublet without the written consent of the City.
  13. **TERMINATION:** The City may, by written notice of default to the Contractee, terminate the whole or any part of this Agreement if 1) The Contractee fails to provide services called for by this Agreement, within the time specified herein, or if 2) for any reasons the timely completion of such work or service is rendered improbable, impossible, not feasible or illegal.
  14. **CHANGES:** The City and/or Contractee may, from time to time, request changes in the scope of the services, time or locations of services provided by the Contractee. Such changes, including any increase or decrease in the amount of the Contractee's compensation, which are mutually agreed upon by and between the City and Contractee, shall be incorporated into an Amendment signed by both parties.
  15. **DISCRETIONARY MATTERS:** Any decision affecting any matter not expressly provided herein or attached hereto, shall rest solely within the discretion of the Director of Kirkland Parks & Recreation Department.
  16. **COMPLIANCE WITH LAWS:** Contractee shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, County of King and City of Kirkland. Contractee shall also abide by all rules, regulations and directives prescribed by City of Kirkland, Municipal Code, Chapter 1180.
  17. **EXECUTORY AGREEMENT:** This Agreement will not be considered valid until executed by the City and signed by the Director of the Parks & Recreation Department or his authorized designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONTRACTEE:**

Dan Caine  
 The Empty Space Theatre  
 919 East Pike  
 Seattle, Washington 98122

  
 Signature

\_\_\_\_\_  
 Name

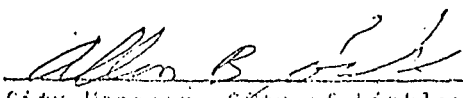
\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

**CONTRACT AUTHORITY**

City of Kirkland/Parks & Recreation  
 Department

  
 City Manager, City of Kirkland

\_\_\_\_\_  
 Director, Parks & Recreation Dept.  
 City of Kirkland

215 Central Way, Kirkland, Washington  
 9822-9271

CITY OF



KIRKLAND

210 MAIN STREET • KIRKLAND, WASHINGTON 98033 (206) 822-9271

CITY OF KIRKLAND PARKS & RECREATION DEPARTMENT  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 2nd day of May 1980 by and between the city of Kirkland Parks & Recreation, with principal offices located at 215 Central Way, Kirkland, Washington, hereinafter referred to as "City" and (name) Radost Folk Ensemble with address as below, hereinafter referred to as "Contractee".

WITNESSETH:

WHEREAS, The City desires to have certain services performed as described within this contract and,  
WHEREAS, The City will contract with the Contractee named herein to provide or perform the stated services,  
NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES AND TERM OF EMPLOYMENT: Performance by Radost Folk Ensemble on Saturday, July 12, 1980 at 5:00 P.M. at Marina Park  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. PAYMENT: The City agrees to compensate Contractee in the amount of \$1,000.00 by check after completion of services.
3. PROTECTION OF PROPERTY: Contractee agrees that it shall be the sole responsibility of Contractee to provide means to protect its property at all times, including but not limited to supplies and equipment necessary for its service, and to hold the City harmless from any liability of loss due to theft or damage of any kind.
4. LIABILITY: The Contractee shall save and hold harmless the City with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done in the performance of the services embraced by this contract.
5. TAXES AND LICENSES: All federal, state and local licenses required for the service rendered under this Agreement shall be obtained and paid for by Contractee. Contractee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.
6. PUBLIC ANNOUNCEMENTS: Public announcements and other forms of notice relating to the presentations contemplated under this agreement shall clearly show that such presentations are made and sponsored by the City or by the City with the assistance of the contractee.
7. SIGNS AND ADVERTISING: Contractee agrees that all signs, advertisements, show-bills, lithographs, posters or cards of any description must be approved by the City.
8. COPY AND RECORDING RIGHTS: Contractee agrees that City shall have the sole and exclusive photography, radio, television and recording rights with respect to the services rendered under this Agreement and the use of facilities by the Contractee. Contractee may use such photographs, films and recording with the permission of the City.
9. PUBLICITY: If required, Contractee agrees to appear at a minimum of scheduled appointments for publicity and promotional purposes, such as interviews, television shows, photography sessions and the like.



10. **CONTRACTUAL RELATIONSHIP:** This Agreement does not constitute Contractee the agent or legal representative of City for any purpose whatsoever. Contractee is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
11. **NON-DISCRIMINATION EMPLOYMENT AND SERVICE:** Contractee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, creed, color, national origin, sex, age or physical handicap in regard to employment. In addition, Contractee agrees that it will not discriminate by segregation, or otherwise against any person or persons because of race, creed, color, national origin, sex, age or physical handicap in furnishing accommodations and activities provided by Contractee.
12. **ASSIGNMENT:** The rights granted by this Agreement are personal in nature and may not be assigned or sublet without the written consent of the City.
13. **TERMINATION:** The City may, by written notice of default to the Contractee, terminate the whole or any part of this Agreement if 1) The Contractee fails to provide services called for by this Agreement, within the time specified herein, or if 2) for any reasons the timely completion of such work or service is rendered improbable, impossible, not feasible or illegal.
14. **CHANGES:** The City and/or Contractee may, from time to time, request changes in the scope of the services, time or locations of services provided by the Contractee. Such changes, including any increase or decrease in the amount of the Contractee's compensation, which are mutually agreed upon by and between the City and Contractee, shall be incorporated into an Amendment signed by both parties.
15. **DISCRETIONARY MATTERS:** Any decision affecting any matter not expressly provided herein or attached hereto, shall rest solely within the discretion of the Director of Kirkland Parks & Recreation Department.
16. **COMPLIANCE WITH LAWS:** Contractee shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, County of King and City of Kirkland. Contractee shall also abide by all rules, regulations and directives prescribed by City of Kirkland, Municipal Code, Chapter 11.80.
17. **EXECUTORY AGREEMENT:** This Agreement will not be considered valid until executed by the City and signed by the Director of the Parks & Recreation Department of his authorized designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONTRACTEE:**

Scott Nagel  
 Radost Folk Ensemble  
 6600 First Avenue N.E.  
 Seattle, WA 98115

*Scott Nagel*

Signature

Scott Nagel

Name

3014 NW 67th, 98117

Address

789-5605 5/15/80

Phone

Date

**CONTRACT AUTHORITY**

City of Kirkland/Parks & Recreation Department

*Allen B. Ford*

City Manager, City of Kirkland

Director, Parks & Recreation Dept.  
 City of Kirkland

215 Central Way, Kirkland, Washington  
 822-9271

CITY OF



KIRKLAND

210 MAIN STREET - KIRKLAND, WASHINGTON 98033 (206) 622-9271

CITY OF KIRKLAND PARKS & RECREATION DEPARTMENT  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 2nd day of May 1980 by and between the city of Kirkland Parks & Recreation, with principal offices located at 215 Central Way, Kirkland, Washington, hereinafter referred to as "City" and (name) Bellevue Philharmonic with address as below, hereinafter referred to as "Contractee".

WITNESSETH:

WHEREAS, The City desires to have certain services performed as described within this contract and,  
WHEREAS, The City will contract with the Contractee named herein to provide or perform the stated services,  
NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES AND TERM OF EMPLOYMENT: Performance by Bellevue Philharmonic Orchestra on Saturday, July 12, 1980 at 3:00 P.M. at Marina Park, Kirkland.
2. PAYMENT: The City agrees to compensate Contractee in the amount of \$1,000.00 by check after completion of services.
3. PROTECTION OF PROPERTY: Contractee agrees that it shall be the sole responsibility of Contractee to provide means to protect its property at all times, including but not limited to supplies and equipment necessary for its service, and to hold the City harmless from any liability of loss due to theft or damage of any kind.
4. LIABILITY: The Contractee shall save and hold harmless the City with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done in the performance of the services embraced by this contract.
5. TAXES AND LICENSES: All federal, state and local licenses required for the service rendered under this Agreement shall be obtained and paid for by Contractee. Contractee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.
6. PUBLIC ANNOUNCEMENTS: Public announcements and other forms of notice relating to the presentations contemplated under this agreement shall clearly show that such presentations are made and sponsored by the City or by the City with the assistance of the contractee.
7. SIGNS AND ADVERTISING: Contractee agrees that all signs, advertisements, show-bills, lithographs, posters or cards of any description must be approved by the City.
8. COPY AND RECORDING RIGHTS: Contractee agree that City shall have the sole and exclusive photography, radio, television and recording rights with respect to the services rendered under this Agreement and the use of facilities by the Contractee. Contractee may use such photographs, films and recording with the permission of the City.
9. PUBLICITY: If required, Contractee agrees to appear at a minimum of scheduled appointments for publicity and promotional purposes, such as interviews, television shows, photography sessions and the like.

10. **CONTRACTUAL RELATIONSHIP:** This Agreement does not constitute Contractee the agent or legal representative of City for any purpose whatsoever. Contractee is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
11. **NON-DISCRIMINATION EMPLOYMENT AND SERVICE:** Contractee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, creed, color, national origin, sex, age or physical handicap in regard to employment. In addition, Contractee agrees that it will not discriminate by segregation, or otherwise against any person or persons because of race, creed, color, national origin, sex, age or physical handicap in furnishing, refusing to furnish to such person or persons the services, privileges, accommodations and activities provided by Contractee.
12. **ASSIGNMENT:** The rights granted by this Agreement are personal in nature and may not be assigned or sublet without the written consent of the City.
13. **TERMINATION:** The City may, by written notice of default to the Contractee, terminate the whole or any part of this Agreement if 1) The Contractee fails to provide services called for by this Agreement, within the time specified herein, or if 2) for any reasons the timely completion of such work or service is rendered improbable, impossible, not feasible or illegal.
14. **CHANGES:** The City and/or Contractee may, from time to time, request changes in the scope of the services, time or locations of services provided by the Contractee. Such changes, including any increase or decrease in the amount of the Contractee's compensation, which are mutually agreed upon by and between the City and Contractee, shall be incorporated into an Amendment signed by both parties.
15. **DISCRETIONARY MATTERS:** Any decision affecting any matter not expressly provided herein or attached hereto, shall rest solely within the discretion of the Director of Kirkland Parks & Recreation Department.
16. **COMPLIANCE WITH LAWS:** Contractee shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, County of King and City of Kirkland. Contractee shall also abide by all rules, regulations and directives prescribed by City of Kirkland, Municipal Code, Chapter 1180.
17. **EXECUTORY AGREEMENT:** This Agreement will not be considered valid until executed by the City and signed by the Director of the Parks & Recreation Department of his authorized designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONTRACTEE:**

Eleanor Wein  
 Bellevue Philharmonic  
 P.O. Box 1582  
 Bellevue, WA 98009

*Eleanor Wein*  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Address

455-4171      5/28/80  
 \_\_\_\_\_  
 Phone                      Date

**CONTRACT AUTHORITY**

City of Kirkland/Parks & Recreation  
 Department

*Allen B. Smith*  
 \_\_\_\_\_  
 City Manager, City of Kirkland

\_\_\_\_\_  
 Director, Parks & Recreation Dept.  
 City of Kirkland

215 Central Way, Kirkland, Washington  
 822-9271