

RESOLUTION 614

CITY OF LACEY

A RESOLUTION ADOPTING CITY POLICY RELATING TO CONTRACTING FOR COMMUNITY ACTIVITIES

WHEREAS, the city council wishes to encourage community activities in the city that foster community pride, expand cultural and recreational opportunities for city residents and promote the economic interests of the community; and

WHEREAS, it will facilitate the approval and contracting process to establish a policy which sets forth the requirements which will need to be met by those organizations proposing a contractual relationship with the city for community activities or events; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, that that certain policy entitled "Contracting for Community Activities," attached hereto and made a part hereof as though fully set forth, is hereby adopted as the policy of the City of Lacey relating to approval and contracts for community activities and events.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this 29th day of September, 1987.

CITY COUNCIL
By Kay M. Boyd
Mayor

Attest:
Janet M. Seave
City Clerk

Approved as to form:
[Signature]
City Attorney

CONTRACTING FOR COMMUNITY ACTIVITIES

(Activities: Services - Projects - Products)

STATEMENT OF INTENT

The intent of the City Council is to encourage community activities that foster community pride, expand cultural and recreational opportunities for Lacey residents, and promote the economic interests of the Lacey community.

GENERAL POLICY

1. Organizations seeking to contract with the City to provide activities (service, project, product) must meet the following criteria:
 - A. Sponsors and/or participants should be primarily Thurston County residents.
 - B. Activity should be non-profit. (Funds raised as a result of an event must pay current expenses and/or be reinvested in subsequent years activities.)
 - C. The activity must have lasting and/or direct benefit to the community (i.e., Statement of Intent).
 - D. The activity must be distinctive to this community and/or not otherwise readily accessible to local residents. (Not duplicating existing activities.)
 - E. The purposes to be accomplished by the contractor must be within the City's legal authority.
 - F. The request should not duplicate the review process of the Human Services Review Council.
2. Requests for contractual funding shall be considered on a yearly basis. No activity will have a vested right to funding.

GENERAL GUIDELINES

1. Sponsors of an activity requesting a contractual relationship will be required to submit their request as part of the normal City budget process. The request must include a proposed budget showing anticipated revenues by source, expenditures, and cash reserves. Names of officers (and employees, if any) must be furnished. A copy of the organization's Articles of Incorporation with approval by the Secretary of State's office shall be furnished.
2. The appropriate written contract (service, project, product) with the City will be required and will generally follow the format of the attached document. The contract shall include a provision that the City shall be held harmless from any activities of the agency. A certificate of insurance naming the City as an additional insured shall also be provided.

3. Contractual payment from the City may take the form of in-kind services (i.e., traffic control, use of City equipment, use of City owned banners, etc.). Activities which have special merit and unique benefits to the City may receive direct monetary payment.
4. All permits will be the responsibility of the non-profit organization (i.e., parade permit, temporary business license for concessions, building permits, etc.).

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AGREEMENT

(individualized contract for: services, projects, or products)

THIS AGREEMENT, between the City of Lacey, a municipal corporation, hereinafter referred to as the "City", and _____, a non-profit Washington corporation, hereinafter referred to as " _____ ",

WITNESSETH:

1. _____ shall sponsor and conduct an _____
_____ in the City of Lacey. Said _____ and the services related to its conduct shall include: (a) the conduct of a publicity campaign aimed, in part, at attracting visitors from outside of the Lacey area to the City of Lacey for attendance at the _____; (b) provide as part of the _____ events and displays for the education, enrichment and enjoyment of the citizens of the City of Lacey as well as citizens of the entire Lacey area and visitors who are attracted to the _____.

2. _____ will submit to the City on forms to be provided by the City, reports containing such information as may be required by the City Manager of the City concerning the services performed under this contract. These reports shall be furnished in such intervals as may be required by the City Manager of the City of Lacey.

3. _____ will hold the City harmless from all claims of every kind and character arising out of or in any way connected with the services being performed by it for the City and will, during the term of this contract, obtain and keep in full force and effect general liability insurance, with limits acceptable to the City, covering its operations performed under this contract on behalf of the City. The City shall be named insured under such policy, and a copy thereof will be filed with the City Clerk.

4. It is understood that _____ is an independent contractor and is not an agent of the City, and all personnel used by _____ in connection with the rendering of services contemplated by this contract shall be volunteers and/or employees of _____ and not the City of Lacey, and shall have no claim against the City for compensation or other benefits available to the employees of said City.

5. The City will pay to _____ for the services to be performed under this contract for the _____ calendar year, a sum not to exceed _____, to be paid on vouchers presented to the City. Funds paid for said activity/services will be used to furnish only the services contemplated by this contract for the _____ year for which the contract is in effect and will not be diverted by _____ to any other person or used for any other purpose.

6. This agreement shall be for a term of _____ months, beginning _____.

EXECUTED this _____ day of _____, 19__.

CITY OF LACEY

City Manager

THE _____

Title

Approved as to Form:

City Attorney

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COMMUNITY ACTIVITY APPLICATION
(Services - Projects - Products)

1. Activity _____
Dates of activity _____
Location(s) _____
Brief description _____

2. Person making application:

Name		Organization			
Address					
Number	Street	City	State	Zip	
Work phone			Home phone		

3. Name, phone, and title of Board members:

Name	Phone	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Funds requested from the City: \$_____

Services requested from the City: (Attach additional pages if needed)

5. Statement of benefit to the community (cultural, recreational opportunity, economic, community pride): (Attach additional pages if needed)

- F. City Manager review _____
- G. Council approval _____
- H. City Attorney, contract written _____

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