

MEMORANDUM OF AGREEMENT
Between
The Washington Center for the Performing Arts and
The City of Olympia

THIS MEMORANDUM OF AGREEMENT (MOA), effective as of the last date signed by a Party below, is by and between The Washington Center for the Performing Arts, Inc., a Washington non-profit corporation, hereinafter referred to as the "CENTER," and the City of Olympia, a Washington municipal corporation, hereinafter referred to as the "CITY," and jointly referred to as the "Parties," and singularly as a "Party."

WHEREAS, The Washington Center (Center) building is owned by the City of Olympia (City) and operated by The Washington Center for the Performing Arts (Center), a not-for-profit corporation; and

WHEREAS, the City's goal of the Center is to operate a quality and financially sound performing arts center to be enjoyed and supported by the entire community; and

WHEREAS, with support from the City, the Center was awarded a \$1,464,000 Building for the Arts Program grant by the Washington State Department of Commerce for the significant renovation and upgrade to the Center's lobby and auditorium; and

WHEREAS, the Center has planned a four-month shutdown to complete renovations, which offers a unique opportunity for the City to complete critical repairs, including resurfacing the auditorium floors, without interrupting Center operations; and

WHEREAS, the auditorium floor resurfacing must be intricately coordinated with other work being completed by the Center; and

WHEREAS, the City's Capital Facilities Plan allocated \$764,323 to resurface the Center's auditorium floor; and

WHEREAS, the current operating agreement between the City and the Center states that the City is responsible for "General Maintenance and Repair " of the facility and the Center is responsible for "Performance Related Maintenance and Repair;" however, some of the work necessary to complete this project cannot be easily defined as general maintenance or performance related ; and

WHEREAS, for the purposes of this project only, the City and the Center agree that the City will reimburse the Center for the cost of the items listed in this MOA up to the amount allocated for resurfacing the Center's floors in the City's Capital Facilities Plan, minus the costs for hazardous material testing and City labor needed to support the project; and

WHEREAS, the City Council finds it to be in the best interest of the City of Olympia for the Center to complete the work described below and reimburse the Center for associated costs;

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

A. The CENTER will advertise for bids to complete the following work:

1. Preparation of auditorium floors for resurfacing including removal of floor surfacing material.

2. Minor modifications necessary to facilitate installation of new chairs including modifications to maintain access required by the Americans with Disabilities Act.
3. Surface preparation of the auditorium floors.
4. Application of new floor finishing.
5. Removal of existing chairs prior to surface preparation.
6. Replacement of existing ventilation diffusers installed on the auditorium floor.
7. Installation of a cable raceway.
8. Minor floor modifications necessary to maintain access required by the Americans with Disabilities Act.

- B. At a minimum, the CENTER will award contracts for work items 1 through 5 above.
- C. The CENTER may award contracts for items 6 through 8 above dependent upon bids and available funding.
- D. The CITY will reimburse the CENTER for actual cost up to a maximum reimbursement amount of \$744,297.39.

Note: The full amount available for work on the Center floor is \$764,323.00. To date the City has paid \$7,563.05 for hazardous materials testing and \$2,962.56 for City labor to support the project. The City estimates it will need approximately \$9,500.00 additional funds for Project Management. \$744,297.39 is available for the work items listed above.

- E. The CENTER will ensure the bid procedures follow all applicable public bid laws.
- F. The CENTER will ensure that all workers are paid prevailing wages for all work performed under this MOA.
- G. The CITY will assign a Project Manager to facilitate execution of this MOA.
- H. The CENTER will provide the CITY with the opportunity to review and approve all materials installed under this MOA.

CITY OF OLYMPIA

THE WASHINGTON CENTER FOR THE
PERFORMING ARTS

By: _____
Steven J. Burney, City Manager
P.O. Box 1967
Olympia WA 98507-1967

By: Jill Barnes _____
Jill Barnes, Executive Director
512 Washington Street, SE
Olympia WA 98501

Date Signed: _____

Date Signed: 03/22/2022 _____

APPROVED AS TO FORM:

Mark Barber _____
Mark Barber, City Attorney