

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: _____

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: _____
- Completion: _____
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Posted to Laserfiche
- Scanned and Tossed: _____
- Electronically Created Document (No Hard Copy Exists)
- Department: _____
- Mayor
- Other: _____

City Clerk

Date

Suquamish Tribe-City of Poulsbo Memorandum of Understanding for Roundabout Retaining Wall Art

This Memorandum of Understanding (MOU) is made and entered into by and between the undersigned parties for the purposes and according to the procedures set forth herein. This MOU is established to provide a common framework and guide the efficient and effective goals for the Johnson Parkway Retaining Wall Native Artwork.

Purpose: The City of Poulsbo and the Suquamish Tribe desire the inclusion of authentic native artwork at the Johnson Parkway/SR305 Retaining Wall representing the Suquamish culture.

Retaining Wall Art Selection: When this MOU is finalized, the Suquamish Tribe will select a Suquamish artist to design and craft an art installation for the retaining wall at the Highway 305/Johnson Parkway roundabout project being constructed by the City of Poulsbo. The City Project Engineer will provide the Tribe with the dimensions of the retaining wall, dimensions of the space available for the artwork, the maximum distance the artwork may protrude from the retaining wall, and any other engineering or safety constraints that will affect the size, color, shape, and materials of the artwork. In addition, this artwork is anticipated to be durable in nature and easy to maintain, with graffiti-resistant coating.

Consideration: The City agrees to pay \$25,000 to the Tribe toward production of this retaining wall artwork; this includes concept design, final design, and fabrication. The City also agrees to forego collecting the Tribe's usual payment of \$20,000 impact fees for the 2019 cycle; instead, the Tribe will retain this \$20,000 to use for production of the artwork and a portion of its installation cost.

Timeline: The retaining wall is estimated to be completed in October 2021. The wall art installation may be planned for January 2022, depending on when the City's general contractor has completed its work and demobilized from the project.

- In order to meet the above schedule, the City would like to receive the Suquamish artist's wall art concept design by late August, 2021. The City will then coordinate with WSDOT for the artwork's approval from engineering and safety perspectives; this process generally takes a month.
- After WSDOT approves this initial wall art design concept, the artist will finalize the wall art's design details. In order to meet the above schedule, the City would like to receive the artist's final design by late October, 2021. Once the City receives the wall art's final design, the City will provide structural design specifications for its connection to the retaining wall.
- The City will coordinate with WSDOT to obtain the wall art's installation permit. This will likely take a month.

Installation: The City requires that the retaining wall artwork be installed by a licensed/bonded contractor. The City will contract for and administer the artwork's installation into/onto the retaining wall. The artist will assist the City's contracted artwork installer by providing oversight as needed. The City will provide engineering details for anchoring the art to the retaining wall. The City will coordinate with the installation contractor and the artist to accomplish a successful wall art installation.

The Tribe will pay for a portion of the artwork's installation costs, not to exceed \$3000. The Tribe's installation contribution may be paid from the monies the City is providing to the Tribe for this artwork project.

These installation-related portions of the MOU may need modification after the final artwork design is approved by WSDOT. Only then will it be possible to ascertain with more specificity the final engineering needs.

Artist's post-installation responsibilities: The artist will touch up the artwork as needed after its installation on the retaining wall. The artist will also provide maintenance instructions to the City.

Maintenance: The City will own the installed retaining wall art. The City will bear primary responsibility for the wall art's ongoing maintenance/repair/replacement, leaving open the potential for future partnering with the Suquamish artist under a separate contract as needed. The goal is to maintain the art in its original form.

Severe Damage: In the rare event of severe damage to the artwork, repairs may need to be performed by the original artist or another qualified artist. If required, the City and the Tribe will coordinate/partner to accomplish these repairs.

Relocation or Disposal of Statue. Notwithstanding any contrary provisions in the Visual Artists Rights Act or any other law, the Tribe and the City agree that the City may, at any time in its sole discretion, determine that the retaining wall must be modified and/or the artwork must be removed or modified for reasons of (a) traffic or pedestrian safety, (b) in the event that the artwork can no longer be reasonably maintained, (c) in the event of damage or deterioration for which repair is deemed too expensive or impractical, or (d) for any other reason deemed appropriate by the City. If the City determines, in its sole discretion, that the retaining wall must be modified and/or the artwork must be removed or modified, the City will notify the Tribe and allow the Tribe to remove the artwork should the Tribe desire to do so. If the Tribe does not desire to remove the artwork, the City may dispose of the artwork in any manner the City sees fit, including by sale, transfer, or destruction. To the extent the Tribe or the Suquamish artist may have any greater rights contrary to this section under the Visual Artists Rights Act or any other law, the Tribe and artist hereby waive those rights.

Accompanying Signage: The purpose of the interpretive signage is for the artists to provide a statement explaining his or her artwork. Interpretive signage will be installed near the walkway adjacent to and in the vicinity of the roundabout retaining wall. The Tribe and the City will coordinate on this interpretive signage after the retaining wall, Native artwork, and the roundabout centerpiece artwork are installed. The City will provide the signage. The roundabout artist, the Suquamish retaining wall artist, the Tribe, and the City will work collaboratively to draft interpretive content for the signage and to keep the cost modest.

Agency Representatives:

Suquamish Tribe

Attn: Robin Hunt

City of Poulsbo

Attn: Diane Lenius

18490 Suquamish Way NE
Suquamish, WA 98392

200 NE Moe St.
Poulsbo, WA 98370

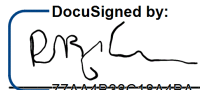
Effectiveness: This MOU will become effective upon the last signature and remain in effect until December 31, 2022, unless terminated or extended by the parties. In no event will this MOU become effective unless and until it is approved and executed by duly authorized representatives of each party.

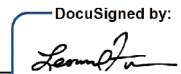
Executed this 6th day of October 2021

Executed this 24th day of September 2021

CITY OF POULSBO
Kitsap County, Washington


SUQUAMISH TRIBE
Kitsap County, Washington

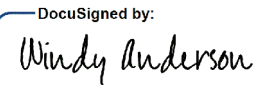
DocuSigned by:

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Becky Erickson, Mayor

DocuSigned by:

F19A5D9A5D7A4A4...
Leo Suquamish Tribal Council Chairman

ATTEST:

ATTEST:

DocuSigned by:

D21DA14DCC754A8...
Rhiannon Fernandez, City Clerk

DocuSigned by:

4A2C20A3A1B645F...
Windy Anderson, Suquamish Tribal Council Secretary