

# Request for Qualifications Artists for Utility Box Wraps

# CITY OF LACEY Request for Qualifications

Artists for Utility Box Wraps

#### **SECTION I – Background.**

Incorporated in 1966, the City of Lacey (City) is currently the largest and most racially and ethnically diverse city in Thurston County. The City firmly believes that it is a stronger community because of the diversity of backgrounds, perspectives, and experiences of its community members. The City is working to incorporate more public art into the community to reflect the rich history, promote community identity, and create an enjoyable and welcoming community experience.

The City invites artists of all ages and abilities to answer a Request for Qualifications (RFQ) for Artist for Utility Box Wraps in Lacey. Designs are themed around pre-selected individuals and organizations that shaped the greater Lacey community.

This request is open to all artists of any age and experience level, but artists living or working in Thurston County are especially encouraged to submit their qualifications. We are excited about this public-private partnership and look forward to involving artists in more City projects.

# The City encourages artists of all levels or experience to respond to this request.

The City has an adopted Public Art Policy and Public Art Plan to help thoughtfully incorporate public art into the community. This project is intended to transform utility control boxes throughout the City into visually appealing works of art that reflect the City's history, culture, and diversity. For more information on the Public Art Policy, please see the <a href="Lacey City Council Policies and Procedures Manual">Lacey City Council Policies and Procedures Manual</a>, section 10.03 Public Art Policy.

# **SECTION II – Scope of Services.**

The City intends to identify several (e.g., 15) qualified artists through this RFQ process to provide art for 15 utility boxes. Successful individuals or organizations (artists) do not need to have project experience. Selected artists will need to create two designs that reflect the individuals and organizations being recognized on the utility boxes, see **Table A**. For more detailed information about the individuals and organizations to be recognized visit <a href="https://laceyparks.org/utility-wrap-profiles/">https://laceyparks.org/utility-wrap-profiles/</a>.

	Table A					
	Utility Wrap Individuals and Organizations Recognized					
	Theme	Description of Individuals/Organizations				
1.	1984 Women's Olympic Marathon Trials	The first marathon trials for women in the Olympics. The course went through Lacey and was a joint effort of South Sound communities. Joan Benoit Samuelson placed first at the trial and went on to win the gold medal.				
2.	Lisa Brodoff and Lynn Grotsky	Lisa and Lynn were the first same sex couple issued a marriage license in Washington. They also won a landmark second parent adoption case used to influence other courts across the nation.				
3.	Cecelia Svinth Carpenter	Cecelia was an elder of the Nisqually tribe, who served as the tribal historian. She authored 10 tribal history books and worked as a teacher for 16 years.				
4.	Virgil S. Clarkson	Virgil served as the first black mayor of Lacey and served almost 20 years on the Lacey City Council. He was also a civil rights advocate who fought to get opening housing ordinances passed in Lacey and other surrounding areas. Virgil was an advocate for seniors and the development of the Virgil S. Clarkson Senior Center.				
5.	Evergreen Ballroom	The Evergreen Ballroom was a legendary tour stop for decades of America's top musical performers. This venue also hosted the first public performance of Louie, Louie.				
6.	Karen Fraser	Karen was Lacey's first female Councilmember and mayor. She went on to become a Thurston County Commissioner, Washington State Representative, and a Washington State Senator.				
7.	Fred U. Harris Lodge #70	The Lodge is a local historically-Black Freemason organization that was not recognized by their parent organization until 1993. They have hosted an annual Juneteenth event since 1983.				
8.	Jose "Luvva J" Gutierrez, Jr.	Jose was an activist for restorative justice and the homeless. He founded the non-profit Hip-Hop for the Homeless of Washington. He was also a DJ for Evergreen's KAOS Community Radio.				
9.	Vivian Hicks and Gladys Buroker	Vivian was the first woman to be issued a pilot's license in S.W. Washington. Her husband founded Empire Airlines, the first commercial airline in the northwest.				

		Gladys taught ground school for early aviators at St. Martin's College, in the Civilian Pilot Training Program. She also trained pilots throughout WWII.	
10.	Minsk Mazowiecki	Lacey's Sister City in Europe for 20 years. Mayor Marcin Jakubowski was presented with a key to the City of Lacey in 2012. In 2022 a street named Lacey was unveiled in Mińsk Mazowiecki.	
11.	Lacey Women's Club	The Lacey Women's Club is the longest continuous service organization in Lacey, contributing time, property, and money to support charitable causes for over a century.	
12.	Gene Liddell	Gene was the first Filipina mayor in the United States. She promoted diversity in the community and programs to assist disadvantaged women and youth. Gene helped get Lacey named a Tree City USA for the first time.	
13.	Barbara O'Neill	Barbara founded the non-profit Barbara O'Neill Family & Friends as part of her 50 years of providing meals and goods to the needy.	
14.	Luther J. Wyckoff	Luther had the first commercial cultivation of lavender the United States. Lavender varieties Wyckoff Blue and Wyckoff White developed by and named for him.	
15.	Barbara Nichols	Barbara served as a battlefield nurse in three different wars, earning a bronze star for her service, and reaching the highest rank for a female at the time, lieutenant colonel.	

After submission, both designs will be displayed for the community to select which design they would like to see displayed on the Utility boxes. The community's selections will be presented to the Lacey City Council for consideration. The Lacey City Council will select which designs are placed on Utility boxes. The utility wraps are anticipated to be installed for five or more years, depending on the condition of the piece over time. Original art pieces may be collected and used for display as part of an artist reception. Artist's will be asked to provide a brief statement about their piece as well as a short biography about themselves which will be published on the City's website.

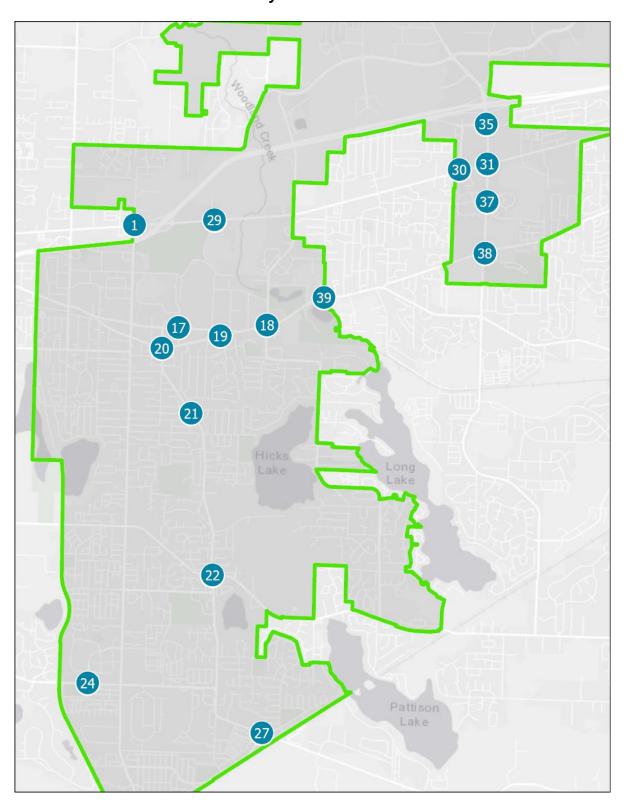
Once completed, the art will be owned by the City and will be used for the utility wraps as well as the City webpage, where community members and visitors will be able to look up each piece and learn about the individuals and organizations being recognized, and learn about the artist(s) who created the art.

The utility wraps will be installed on utility boxes across the City. See **Table B** and **Map A** for the locations for each utility wrap.

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Table B						
Utility Wrap Theme and Corresponding Locations for Reference in Map A						
	Theme	Box Location on Map A	Utility Box Intersection Location			
1.	1984 Women's Olympic Marathon Trials	24	Corporate and Yelm			
2.	Lisa Brodoff & Lynn Grotsky	20	Lacey and Ruddell			
3.	Cecelia Svinth Carpenter	30	Galaxy and Martin			
4.	Virgil S. Clarkson	18	Carpenter and Pacific			
5.	Evergreen Ballroom	37	Marvin and 3rd			
6.	Karen Fraser	17	Franz and Pacific			
7.	Fred U. Harris Lodge #70	38	Marvin and Steilacoom			
8.	Jose "Luvva J" Gutierrez, Jr.	35	Marvin and Quinault			
9.	Vivian Hicks and Gladys Buroker	21	22 <sup>nd</sup> and Ruddell			
10.	Minsk Mazowiecki	1	College and Martin			
11.	Lacey Women's Club	19	Clearbrook and Lacey			
12.	Gene Liddell	22	Mullen and Ruddell			
13.	Barbara O'Neill	31	Martin and Marvin			
14.	Luther J. Wyckoff	27	Balustrade and Yelm			
15.	Barbara Nichols	29	Desmond and Martin			

Map A
Utility Box Locations



Utility box wraps consist of four panels with approximate dimensions of  $61.25 \times 44.25$  inches and  $61.25 \times 31.50$  inches.





Selected artists must provide designs that will fit the four-panel layout of the Utility boxes. Art or digital copies of the art must be submitted as a vector file or digitally at a 300 dpi or greater digital resolution. See example below. The City will turn the selected art into vinyl prints and install them.

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<u>Disclaimer:</u> The list of qualified artists assembled through this RFQ in no way serves as the sole source for procuring City art. Partnering agencies, students, staff, volunteers, contracting firms, existing art libraries, art, and other sources of artistry may be utilized in addition to this list.

# **SECTION III – Program Budget.**

Costs for the project are assumed by the artist. Successful candidates shall be awarded \$300 per utility box upon completion of designs.

#### **SECTION IV - Project Timeline.**

#### **Anticipated RFQ Release Timeline**

July 21, 2023 RFQ release

August 4, 2023 RFP questions due

August 11, 2023 RFP questions answered August 18, 2023 Deadline for submittal

#### **Anticipated Review Timeline**

August 25, 2023 Evaluation of packets and finalists selected

Week of August 28, 2023 Interviews with selected finalists

September 1, 2023 Selection of finalists

#### **Anticipated Artist Project Timeline**

September 8, 2023 Artists assigned wrap theme

September 29, 2023 Proposed designs due

Early October Designs shared with community stakeholders

Late October / November Final design approval by City Council

Winter/Spring 2023/2024 Wraps installed

#### **SECTION V – Submission Requirements.**

In response to this RFQ, the information required from the applicant as part of the proposal shall include:

# 1. Artist Statement of Qualifications (1-page limit).

The Statement of Qualifications should include the following:

- A. RFQ number and project title;
- B. Full legal name, address, e-mail address, and telephone number of the applicant;
- C. A general introduction demonstrating your understanding of the project, the scope of work to be done, and how it aligns with you/ your organization and your ability to provide the services proposed; and
- D. An overview of your qualifications and experience that make you an eligible candidate for this project.

# 2. Selection of Top Five Individuals or Organizations (1-page limit).

Provide a list, in order of highest to lowest, of the top five individuals or organizations referenced in **Table A** that you would be interested in creating designs for this project. Artist preference will be considered, but is not guaranteed.

# 3. Examples of Previous Work (3-page limit).

Submit a minimum of three visual examples of the types of art you identify as your specialty (general art work or public art projects). Digital copies are acceptable. Attach a summary for each example.

#### **Examples of General Art Work**

Summary for work should include:

- A. Title
- B. Date
- C. Size
- D. Medium

#### **Examples for Public Art Projects**

Summary for should include:

- A. Description
- B. Date
- C. Size
- D. Commissioning organization
- E. Medium

#### 4. Ability to Meet Anticipated Project Timeline (1-page limit)

Applicant must provide a statement that they can meet the anticipated artist project timeline as outline in Section IV of this RFQ.

# 5. Resume (2-page limit)

Include a resume that outlines your recent experience and accomplishments as an artist or organization, emphasizing accomplishments that qualify you for this project.

#### 6. References

Provide a minimum of three (3) references who are able to speak to your work:

- A. Reference name
- B. Reference telephone number
- C. Reference e-mail address

#### SECTION VI - Submittal Deadline.

Submissions for this work must be received no later than 5:00 p.m., Pacific Standard Time (PST) on **Friday**, **August 18**, **2023**. Individuals interested in being considered for this project must submit electronic copies in PDF format via e-mail to <a href="mailto:ssiglin@ci.lacey.wa.us">ssiglin@ci.lacey.wa.us</a>, or physical copies by mail or in-person to:

Sadie Siglin Management Analyst 420 College Street SE Lacey, WA 98503 (360) 890-0222

Late submissions will not be considered and (if mailed) will be returned unopened to the sender. The City is not be liable for delays in delivery of responses due to handling by the US Postal Service or any other type of delivery service.

Proposals must be clear, succinct and **not exceed the page limits outlined above**. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

Youth, minority and women artists, organizations, and firms are encouraged to apply.

#### SECTION VII - Questions and Answers.

To ensure all potential applicants have the same information and the same opportunity to make their very best proposal, all questions must be submitted electronically to <a href="mailto:ssiglin@ci.lacey.wa.us">ssiglin@ci.lacey.wa.us</a>.

Questions will be answered as received. All questions should be submitted no later than **Friday, August 4, 2023,** at 5:00 p.m. PST.

All answers will be shared among all **(2-page limit)** who have expressed interest. The identity of the Proposers asking the questions and the Proposers receiving copies of the questions and answers will NOT be shown in any of the e-mails. Unauthorized contact regarding this RFQ with any other City employee may result in disqualification.

Answers and interpretations to all inquiries will be posted at the following locations no later than **Friday, August 11, 2023,** at 5:00 p.m. PST:

The City of Lacey's solicitation page, under "RPQ: Artists for Utility Wrap Project" at <a href="https://cityoflacey.org/rfp-rfq-rfi/">https://cityoflacey.org/rfp-rfq-rfi/</a>.

#### **SECTION VIII – Evaluation and Selection Process.**

The City reserves the right to select the proposal(s) which best meets the needs and interests of the City, or reject all proposals as set forth below.

A qualifications-based process will be used to select finalists from the pool of submitted proposals. The following information will be used to evaluate and rank responses:

- Compliance with RFQ requirements.
- Artistic qualifications.
- Experience as exemplified in previous work.
- Professional references.

The City will evaluate all responsive RFQ submitters and the proposals will be evaluated in accordance with the criteria itemized in **Table C** below.

Table C				
Itemized Criteria for Applicant Evaluation				
Evaluation Criteria	Weight			
Compliance with RFQ requirements	20 pts			
Artistic Qualifications	10 pts			
Experience / Examples	10 pts			
Ability to meet anticipated timeline	10 pts			
Total	50 pts			

SECTION IX - Draft City of Lacey Utility Box Wrap Agreement

Addendum A provides a draft City of Lacey Professional Services Agreement.

#### **SECTION X - Terms and Conditions:**

- 1. The City reserves the right to reject any and all submittals and waive irregularities and informalities in this RFQ process. This RFQ does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a statement of qualifications. All such costs shall be borne solely by each submitter. Furthermore, the RFQ does not obligate the City to enter into an Agreement, select and proposal, t or proceed with the procurement of the project or any services.
- 2. The City of Lacey reserves the right to request clarification of information submitted and to request additional information from any artist.
- 3. The City of Lacey reserves the right to select the next most qualified artist if the successful artist does not execute an Agreement within thirty (30) days after the selection of the artist.
- 4. Any proposal may be withdrawn up until the date and time set forth above for opening of proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the City of Lacey the services described in the attached specifications.
- 5. The Agreement resulting from the selection of the proposals by the City of Lacey shall be in the form supplied or approved by the City of Lacey, and shall include the specifications in this RFQ. A copy of the Agreement is included with this RFQ, see Addendum A. Proposers should review all of the terms and conditions of the Agreement, to ensure that they are able to execute and comply with all of the specified terms and conditions. The City of Lacey reserves the right to reject any proposed Agreement that does not conform to the specifications contained in this RFQ and which is not approved by the City of Lacey.

- 6. The City of Lacey shall not be responsible for any costs incurred by the artist in preparing, submitting, or presenting its response to the RFQ. The City of Lacey shall not be responsible for any costs incurred by the artist for any work in anticipation of being selected, any work performed prior to the execution of the Agreement, or any work outside of the scope of the contract unless the Agreement.
- 7. Materials submitted in response to this competitive procurement shall become the property of the City and will not be returned. All submittals received will remain confidential through the RFQ deadline. After selections, all proposals and information included therein or attached thereto submitted in response to this RFQ shall become public record upon proposal opening and will be available for review upon request.

The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public records request or (b) the proposer has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City.

If the City receives a public records request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to take necessary steps to enjoin disclosure. If the City has notified the proposer of a public records request, and the proposer has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

- 8. Proposal Acceptance/Rejection: The City of Lacey reserves the right to accept or reject any or all proposals received from this RFQ, or to negotiate separately with any Proposer, and to waive any informalities, defects or irregularities in any proposal, or to accept that proposal which, in the judgment of the proper officials, is in the best interest of the City of Lacey.
- 9. Post-Closing Discussion:
  - A. After any responses are open, conversations may take place between the City of Lacey and artists for purposes of clarification regarding the selection process only. Artists shall be bound by the information submitted in their proposals and subsequent negotiations.

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- B. Those submitting proposals may be required to make a presentation to the City of Lacey as part of the selection process.
- 10. Assignment: The selected artist shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any of its rights, title, or interests therein, without the prior written consent of the City of Lacey.
- 11. Additional Language: The City of Lacey reserves the right to introduce additional terms and conditions at the time the final Agreement is executed. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFQ language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFQ is issued, or that reflect State or Federal Law changes, or as required by funding entities.

# ADDENDUM A UTILITY BOX-WRAP AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and <a href="red"><a href=

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

- 1. **Work to Be Performed.** Artist shall provide all services and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
  - A. <u>Administration</u>. The City Manager or designee shall administer and be the primary contact for Artist. Prior to commencement of work, Artist shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Artist shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
  - B. <u>Representations</u>. City has relied upon the qualifications of Artist in entering into this Agreement. By execution of this Agreement, Artist represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.
    - Artist represents that the Award as stated in paragraph 3 is adequate and sufficient for the timely provision of all services required to complete the Scope of Services under this Agreement.
  - C. <u>Standard of Care.</u> Artist shall exercise the degree of skill and diligence normally employed by Artists engaged in the same services, and performing the same or similar services at the time such services are performed.
- 2. <u>Term of Agreement</u>. This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Artist shall complete its work by <a href="calcalagraphics."><a href="calcalagraphics"><a href="calcala

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City

may, in addition, terminate this Agreement for any reason by 10 days' written notice to Artist.

- 3. **Award.** The City shall award Artist for the performance of those services designated in Exhibit "A," an amount not to exceed \$\*\*\*\*\*\*\*\*.
- 4. <u>Applicable Laws and Standards</u>. The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Artist warrants that its designs, documents, and services shall conform to all federal, state, and local statutes and regulations.

#### 5. Title VI Assurances.

- A. The Artist shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. The Artist, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub- Artist s, including procurement of materials and leases of equipment. The Artist shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.
- 6. <u>Relationship of the Parties</u>. It is understood and agreed that Artist shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Artist.
- 7. Ownership of Documents. All drawings, designs, plans, specifications, and other related documents prepared by Artist under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Artist under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any data, drawings, images, or other material prepared under this Agreement, provided that Artist shall have no liability for the use of Artist's work product

outside of the scope of its intended purpose.

- 8. <u>Records</u>. The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Artist's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
- 9. **Insurance.** Artist shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Artist, its agents, representatives, employees, or subcontractors.
  - A. <u>Minimum Scope of Insurance</u>. Artist shall obtain insurance of the types described below:
    - Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- 10. <u>Indemnification and Hold Harmless</u>. Artist shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Artist, Artist's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Artist 's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Artist 's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Artist, Artist's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Artist, Artist's agents, subcontractors, subconsultants, and employees.

Artist's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the

office of the City Attorney, outside Artist costs, court costs, fees for collection, and all other claim-related expenses.

Artist hereby certifies that this indemnification provision was mutually negotiated.

- 11. <u>Waiver</u>. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
- 12. <u>Assignment and Delegation</u>. Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
- 13. <u>Subcontracts</u>. Except as otherwise provided herein, Artist shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
- 14. <u>Confidentiality</u>. Artist may, from time-to-time, receive information which is deemed by City to be confidential. Artist shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
- 15. <u>Jurisdiction and Venue</u>. This Agreement is entered into in Thurston County, Washington. Disputes between City and Artist shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Artist agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Artist's services under this Agreement. Artist further agrees that the Arbitrator(s)' decision therein shall be final and binding on Artist and that judgment may be entered upon it in any court having jurisdiction thereof.
- 16. <u>Cost and Attorney's Fees.</u> The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
- 17. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

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- 18. Anti-kickback. No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
- 19. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agree	ment this_day of	, 20
CITY OF LACEY	ARTIST:	
By: Rick Walk City Manager	By:	
Approved as to form:		
David Schneider		

City Attorney