



INTRLOC_00 4CULTURE/CULTURAL DEVELOPMENT AUTH

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: 4CULTURE/CULTURAL DEVELOPMENT AUTHORITY

PO# Location: INTRLOC-000

Effect Date: 1/1/2010

Term Date: 12/31/2010

CR#: 47747

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 38808

Description: BELLEVUE YOUTH THEATRE TRAINING & SUPERVISION OF
TEENS PO 1010622-000 GRANT LETTER OF AGREEMENT

4CULTURE/CULTURAL
12/31/2010

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2009
900176854

Notes:

Aug 01, 2011 FSU: M JDE: M SI: M ECM: M

<i>For 4Culture Use Only</i>		
Date	Amount Paid	Balance
Agreement No.	110212A	BF
Program Name	CP – Arts Sustained Support	
Program/GL Code	1750	6000 / 2500
Motion No. / Date	2010-28	04/28/2010



TEL 206 296.7580
 V/TTY 206 296.8574
 FAX 206 296.8629
 101 PREFONTAINE PL S
 SEATTLE WA 98104
 WWW.4CULTURE.ORG

CR# 47747 DATE 8-11 LOC INTRLOC-000
10/06 22-000

LETTER OF AGREEMENT

Contractor: Bellevue Youth Theatre

Address: 16661 Northup Way Bellevue, WA 98008 (425) 452-2934
City/State/Zip *phone*

Bellevue Youth Theatre agrees to provide the following services (include date and time of service provision):

~~See Attached Exhibit A; SCOPE OF SERVICE~~

DURATION OF CONTRACT:

This Agreement shall commence on January 1, 2010 and shall terminate on December 31, 2010.

4Culture, the Cultural Development Authority of King County agrees to pay \$3,500.00 to the *Bellevue Youth Theatre* for services described above. Payment will be made upon receipt of the attached invoice(s) and the required documents as specified in the scope of service.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

Arts and Heritage organizations receiving funding from King County through the cultural development authority shall comply with all applicable federal, state and local laws pertaining to access for people with disabilities, and nondiscrimination in employment and the provision of services to the public, as delineated in K.C.C. 2.48.125.

In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work-under this Agreement. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement.

To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose of this agreement, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

The Contractor shall procure and maintain for the duration of this Agreement insurance as described on the Exhibit labeled as Insurance Requirements attached here to.

In the event 4Culture incurs any judgment, award and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

4Culture:

Signature - Executive Director

Date

James R. Kelly
7/9/10

Contractor:

Signature

Name (Please type or print)

Title (Please type or print)

Date

Federal Taxpayer ID# (last 4 digits)

Shelley Brynham
Shelley Brynham
Asst. Director
6/28/10
91-6007020

Exhibit A

SCOPE OF SERVICE

Bellevue Youth Theatre and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application and contract work sheet submitted to and approved by the 4Culture Board of Directors.

Support for 2010 Programs, including The Music Man (April 23-25). Events are open and publicized to the community.

AMOUNT \$3,500.00

For artist fees and program expenses. Payable upon completion, submittal of invoice and documentation regarding:

- Final budget, actual
- Completion of evaluation form
- Final report of program activities
- Programs, brochures, flyers if available

PUBLIC BENEFIT

Programs are accessible to a broad range of King County residents. This is a free program for youth participants living in Bellevue. We have a 100% audition rate, so that every child is guaranteed a part. This show is open to anyone wishing to participate, including adults and disable persons.

PUBLICITY/PROMOTION POLICY

Prominent acknowledgment of 4Culture/ King County Lodging Tax Fund is required of all recipients for use in all publicity and promotional materials, including, but not limited to brochures, press releases, programs, posters, public service announcements, flyers and advertisements. Please contact your 4Culture contract administrator or go to <http://4culture.org/partner/index.htm> to download the appropriate logo credit.

Final payment will not be made until acknowledgment is submitted on printed material

**EXHIBIT C
INSURANCE REQUIREMENTS**

Contractor shall procure, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. Minimum Scope of Insurance needed for this contract is as follows:

<input checked="" type="checkbox"/>	Commercial General Liability	Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project
<input type="checkbox"/>	Automobile Liability	Covering all owned and non-owned and hired automobiles – Combined Single Limit of \$1,000,000 BI & PD

2. Deductibles and Self Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

3. Other Insurance Provisions

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policies

(1) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

(2) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

(3) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies

(1) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

4. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

5. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

7/27/10
Dep to
donation
acct



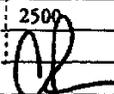
CULTURE

TEL 206 296.7580
VTTY 206 296.8574
FAX 206 296.8629

101 PREFONTAINE PL S
SEATTLE WA 98104
WWW.4CULTURE.ORG

INVOICE

ENCLOSURE()

FOR 4CULTURE USE ONLY									
CONTRACT NO.	110212A	# OF PAYMENTS	1	COORD INITIALS	BF				
PROGRAM / PROJECT NAME	CP - Arts Sustained Support								
FUND	2	Rev Src	1	PROG/PROJ#	1750	GL CODE	2500	DIST	99
DATE RECEIVED				DOCUMENTATION RECEIVED	 7/19/10				
PAYMENT AUTHORIZED BY PROGRAM COORDINATOR									

ACCORDING TO AGREEMENT BETWEEN 4CULTURE AND

NAME City of Bellevue for the Bellevue Youth Theatre

***ADDRESS 11401 Northrup Way Bellevue, WA 98008

CITY / STATE ZIP

*** If your address has changed since you signed the contract please send in a written notice to 4Culture.

THE FOLLOWING SERVICES WERE PERFORMED:

Training /supervision of youth /teens in "The Music Man" play.
78 cast members ranging in ages from 6 - 71.

THE SERVICES WERE PROVIDED AT: Meiydenbauer Theatre

THE SERVICES WERE PROVIDED ON: April 23 - 25, 2010

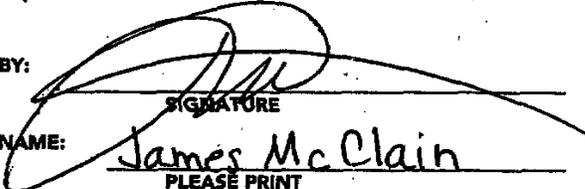
PAYMENT IS REQUESTED IN THE AMOUNT OF: \$ 3,500.00

TOTAL ACTUAL PROJECT EXPENDITURE: \$ 4,876.29

91-6007020
FEDERAL TAXPAYER ID# (LAST 4 DIGITS)

MAIL THIS INVOICE, EVALUATION(S)
DOCUMENTATION WITHIN 30 DAYS OF
PROJECT COMPLETION TO:

BY:


SIGNATURE
NAME: James McClain
PLEASE PRINT

TITLE Community Services Supervisor

425.452-7155 6/8/10
TELEPHONE # DATE

jmcclain@bellevuewa.gov
EMAIL ADDRESS

4CULTURE
101 Prefontaine Pl S
SEATTLE, WA 98104-2672

4 CULTURE

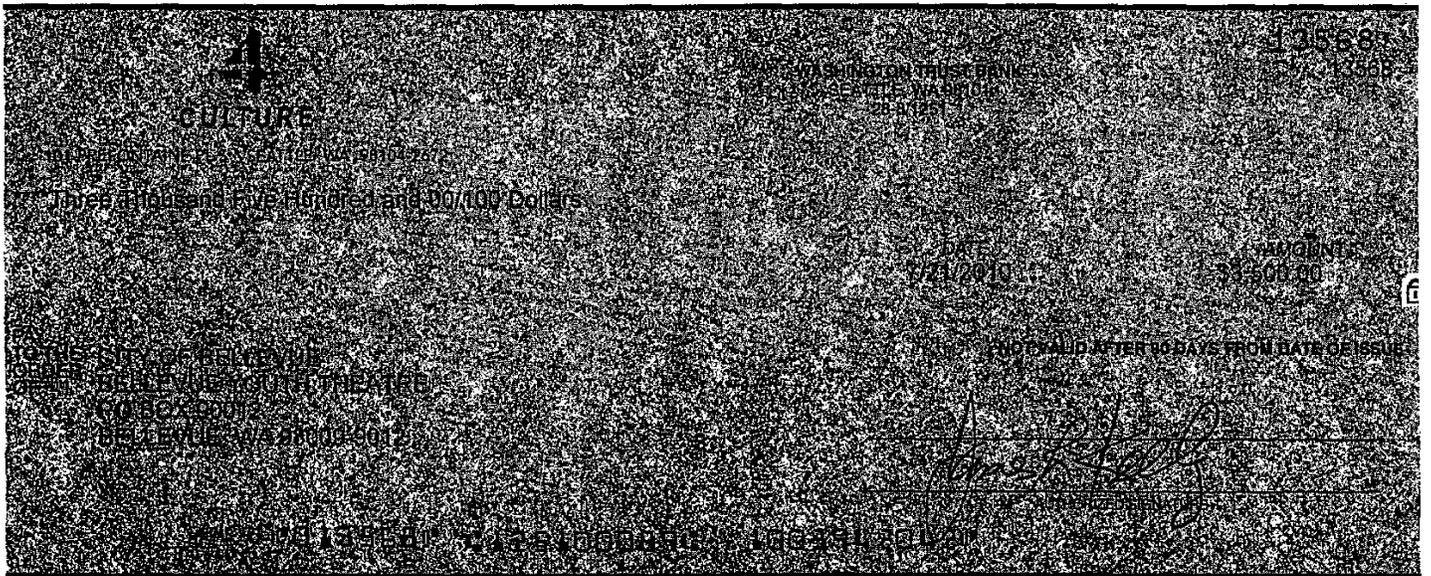
13568

Payee CITY OF BELLEVUE
Vendor ID CITY BELLEVUE YOUTH

Account #:

13568
7/21/2010

Invoice	Description	Discount	Amount
100423-100425BYT	110212A Arts SS	\$0.00	\$3,500.00
Total :		\$0.00	\$3,500.00





May 4, 2010

James McClain, Community Services Supervisor
Bellevue Youth Theatre
16661 Northup Way
Bellevue, WA 98008

TEL 206.296.7580
V/TTY 206.296.8574
FAX 206.296.8629
101 PREFONTAINE PLACE SOUTH
SEATTLE WA 98104
WWW.4CULTURE.ORG

Dear James McClain:

It is my pleasure to inform you that the 4Culture Board of Directors has approved the Arts Advisory Committee and panel recommendations for the 2010 Sustained Support Program. Bellevue Youth Theatre will receive an award in the amount of \$3,500 for the 2010 calendar year. We are very pleased to be able to maintain your organization's 2009 funding level in this challenging economic environment.

4Culture will provide 221 arts organizations and 20 local arts agencies with ongoing operating support in 2010. The Sustained Support program invests in organizations large and small, in a wide variety of artistic disciplines, representing every corner of King County. We recognize the critical role the arts play in King County's vibrant cultural life and the essential role that your organization plays in contributing to the quality of life and economic vitality of your community.

Usually, the Sustained Support program funds organizations for a period of two years. This year we are announcing awards only for 2010. A new application deadline for 2011 funding will be posted in the fall of this year. Please note: It is unlikely that 4Culture will be able to maintain the current level of funding in 2011 and we cannot guarantee that all organizations funded in 2010 will continue to be funded in the next cycle. Uncertainty about 4Culture's funding requires us to plan for what may be a very different future for 4Culture and how it serves arts and heritage in King County. It is our intention to keep you apprised as these plans develop. We will be in touch with further details in the coming months.

Included with this letter is a Contract Information Form (CIF). By filling this out and submitting it, you will initiate your contract and payment process. (You may also submit this form via e-mail; go to www.4culture.org/arts/sustained/manage.htm for an electronic version of the CIF.) If you have any questions about your award amount, please contact Charlie Rathbun at 206.296.8675 or charlie.rathbun@4culture.org. If you have any question about the process for claiming your award, please contact Bret Fetzer at 206.205.8592 or bret.fetzer@4culture.org.

Thank you for your commitment to the arts, and congratulations on your award!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Kelly'.

Jim Kelly
Executive Director



TEL 206 296.7580
V/TTY 206 296.8574
FAX 206 296.8629
101 PREFONTAINE PL S
SEATTLE WA 98104
WWW.4CULTURE.ORG

CHECK LIST

DATE: June 4, 2010
TO: Sue Dietz
FROM: Bret Fetzer PROGRAM COORDINATOR
RE: Bellevue Youth Theatre AGREEMENT # 110212A

Enclosed you will find two copies of your Arts Sustained Support Letter of Agreement for arts or other services. Please sign and return both agreements and any other required documents to 4Culture, 101 Prefontaine PL S, Seattle, WA 98104-2672. One copy of the Letter of Agreement will be returned to you after it has been signed by the Executive Director.

Packet Contents:

- 1. Letter of Agreement.** Sign and print name and title, date and Tax I.D. or Social Security number on page 2.
- 2. Enclosures:** Please complete the enclosures (as indicated w/ an "X") and return with the signed contract. These forms are required and must be signed before the contract can be accepted for completion.
 - Certificate of Insurance** for Liability Coverage designating 4Culture, its officers, employees and agents as additional insured (see attached sample). The certificate of insurance should be furnished by the contractor's Insurance Company. *- See attached.*
 - On File W-9** (Request for Taxpayer identification Number and Certification). **This form must be completed for IRS reporting.**
- 3. The following are to be included with your request of payment, upon completion of agreed services.**
 - Invoice(s) Please refer to payment schedule if more invoices are given
 - Cultural Education Evaluation Form
 - Organization Evaluation Form
 - Project Evaluation Form
 - Acknowledgement of Support Printed Materials
 - Other: Photo Documentation Requirements

Do NOT make changes in or addition to the enclosed printed materials. If you have questions regarding any of the above, please contact your Program Coordinator.



City of
Bellevue

Post Office Box 90012 • Bellevue, Washington • 98009 9012

June 24, 2010

Bret Fetzer
4Culture
101 Prefontaine Pl. S.
Seattle, WA 98104

RE: Written Acknowledgement of City of Bellevue Self-Insurance
2010 Arts Sustained Support Program – Agreement # 110212A

Dear Mr. Fetzer:

In response to the terms and conditions of a grant awarded to the City of Bellevue by 4Culture as noted above, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also self-insured employer for workers' compensation claims. As a self-insured municipality, the City is unable to name 4Culture as an additional insured, but is providing this letter as evidence of coverage.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2011.

Sincerely,

Joanne Nicolai
Risk Manager

cc: James McClain

CR #: 47747 Date: 8-1-11 Loc: INTELOC PO #: 1010622-000



City of Bellevue
Finance - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title: 4Culture Sustained Support 2010	Agreement Type: Grant
Agreement Description: Grant to pay for training and supervision of teens in a production of "The Music Man".	Document Type: Award Letter
Agreement Form: Vendor Agreement Document	Agreement Manager: James McClain
	Agreement Amount: \$0.00
	Total Aggregate Value: NaN

Project Information:

Project Name: 4Culture Sustained Support 2010	Project Manager: James McClain
Department: Parks & Community Services	Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King County
Administrative Agency: 4Culture
Administrative Agency JDE Vendor #: 38808
Funding Program Name: 4Culture

Agreement Terms:

Original Effective Date: 01/01/2010 (actual date) **End Date:** 12/31/2010 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** 4968 **Resolution #:**

Route:

	<u>In</u>	<u>Out</u>	
Contracting Services: <u>M. Stewart</u>	<u>6/21/10</u>	<u>6/23/10</u>	
Accounting: <u>B. Sell</u>		<u>6/29/10</u>	
Information Technology: <u>Not Required</u>			
Legal: <u>Janice B.</u>	<u>6/24/10</u>	<u>6/24/10</u>	
Insurance Reviewed By: <u>Joanne Nicolai</u>	<u>6/24/10</u>	<u>6/24/10</u>	Self-Insur. letter attached
Department Director: <u>Stephany Roman</u>	<u>6/28/10</u>	<u>6/28/10</u>	
Contracting Services: <u>M. Stewart</u>	<u>7/28/11</u>	<u>7/28/11</u>	
Return To: <u>James McClain</u>			
City Clerk's Office:			

1010622-000

Document Management Information:

CIP Plan #:
Budget Fund: 133640999.367190.0...
Funding Source: Local/Other

JDE Project Number:
Explanation:

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount

Additional Comments:



CULTURE

TEL 206 296.7580
V/TTY 206 296.8574
FAX 206 296.8629
101 PREFONTAINE PL S
SEATTLE WA 98104
WWW.4CULTURE.ORG

INVOICE

FOR 4CULTURE USE ONLY									
CONTRACT NO.	110212A			# OF PAYMENTS	1		COORD INITIALS	BF	
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FUND	2	Rev Src	1	PROG/PROJ#	1750	GL CODE	2500	DIST	99
DATE RECEIVED					DOCUMENTATION RECEIVED				
PAYMENT AUTHORIZED BY PROGRAM COORDINATOR									

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78 cast members ranging in ages from 6 - 71.

THE SERVICES WERE PROVIDED AT:

Meydenbauer Theatre

THE SERVICES WERE PROVIDED ON:

April 23 - 25, 2010
DATE(S)

PAYMENT IS REQUESTED IN THE AMOUNT OF:

\$ 3,500.00

TOTAL ACTUAL PROJECT EXPENDITURE:

\$ 4,876.29

91-6007020
FEDERAL TAXPAYER ID# (LAST 4 DIGITS)

MAIL THIS INVOICE, EVALUATION(S)
DOCUMENTATION WITHIN 30 DAYS OF
PROJECT COMPLETION TO:

BY:

[Signature]
SIGNATURE

NAME:

James McClain
PLEASE PRINT

TITLE

Community Services Supervisor

425.452-7155
TELEPHONE #

6/8/10
DATE

4CULTURE
101 Prefontaine Pl S
SEATTLE, WA 98104-2672

jmcclain@bellevuewa.gov
EMAIL ADDRESS