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CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

4CULTURE/CULTURAL DEVELOPMENT AUTH — Vendor Name

4CULTURE
12/31/2014

Document Type: Interlocal New
Vendor Name: 4CULTURE/CULTURAL DEVELOPMENT AUTHORITY
PO# Location: INTRLOC-000
Effect Date: 9/1/2013
Term Date: 12/31/2014
CR#: 51067
Related CR#:
Ordinance:
Resolution:
Leg Date:
Vendor #:
Description: LETTER OF AGREEMENT 113687A PARTNERSHIP AND SUPPORT FOR ARTISTS WORKING IN BELLEVUE PO 1310706-000

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
S0017685A

Notes:

Feb 13, 2014 FSU: M JDE: M SI: M ECM: M

1310706.000

For 4Culture Use Only		
Date	Amount Paid	Balance
Agreement No.	113687A	CR
Program Name	CP – LAA Interagency Collaborative Projects	
Program/GL Code	1750	6000 / 2500
Motion No. / Date		

4 CULTURE

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CR# 51067 DATE 2-13-14 LOC 1310706-00

LETTER OF AGREEMENT

Contractor: City of Bellevue Arts Program

Address: 450 - 110th Ave NE Bellevue, WA 98004 (425) 452-4105
City/State/Zip *phone*

City of Bellevue Arts Program 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 September 1, 2013 and shall terminate on December 31, 2014.

4Culture, the Cultural Development Authority of King County agrees to pay $3,500.00 to the *City of Bellevue Arts Program* for services described in Exhibit A. 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

1/29/14

Date

Contractor:

Signature

CHRIS SALOMONE

Name (Please type or print)

Director, Dept of Planning & Community Development

Title (Please type or print)

1-10-14

Date

91-6007020

Federal Taxpayer ID# (last 4 digits)

Approved as to form:

By:

Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICE

City of Bellevue Arts Program, the Bellevue Department of Parks & Community Services and 4Culture mutually agree that the following services be provided in accordance with the application submitted to and approved by 4Culture.

Proposal Overview

The City of Bellevue Arts Program and the Bellevue Department of Parks & Community Services will work in partnership to build and support for one year a network of culturally diverse artists living and/or working in Bellevue. Efforts of the network will focus in areas of major interest identified by these artists in a cultural demographic survey and focus groups held in 2013.

1. Provide a chance for these artists to become acquainted with and build professional relationships/ collaborations with each other and the general arts community in Bellevue.
2. Provide opportunities for these arts groups to bring their work to broader audiences.
3. Provide opportunities for organizational and professional development in areas such as applying for grants from various agencies (e.g., Bellevue Arts Program, 4Culture, Artist Trust and ArtsWa), basic organization management, and/or other areas of interest to the groups.
4. Conduct national best practices research on building such networks and strengthening relationships among diverse arts groups, city government and the broader community.
5. Deepen relationships with the artists and groups. Build on the acquaintances made so far in the survey work with the intent of better understanding cultural norms, providing information and technical assistance more effectively, and exploring new collaborations and partnerships.

AMOUNT $3,500.00

Payable upon project implementation, submission of invoice and documentation regarding:

- Report of project planning and accomplishment
- Project documentation including promotional materials and outreach methods

PUBLIC BENEFIT

The project will be open, accessible, publicized and free to the community.

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, websites, press releases, programs, posters, public service announcements, flyers and advertisements. Please contact your 4Culture contract administrator or go to www.4culture.org to download the appropriate logo credit. You may download several versions of the 4Culture logo from this page on our website: http://www.4culture.org/manageaward/index.htm

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:

☒	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
☐	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 Bests' 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.