

13-065

<i>4Culture Use Only</i>		
Date	Amount Paid	Balance
Contract No.	113554A	DM
Program Name	CP - Group Art Projects	
Program/GL Code	1777	6000 / 2500
Motion No. / Date	2013-33	05/22/2013



**CULTURE**

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**WWW.4CULTURE.ORG**

**LETTER OF AGREEMENT**

Contractor: City of Woodinville

Address: 17301 133<sup>rd</sup> Avenue NE Woodinville, WA 98072 (425) 877-2267  
*City/State/Zip* *phone*

*City of Woodinville* 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 June 1, 2013 and shall terminate on December 31, 2014.

4Culture, the Cultural Development Authority of King County agrees to pay \$3,000.00 to the *City of Woodinville* 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.

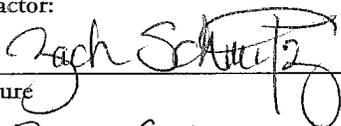
In the event 4Culture incurs any judgment, award and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer 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

\_\_\_\_\_  
Date

Contractor:

  
\_\_\_\_\_  
Signature

ZACH SCHANTZ  
\_\_\_\_\_  
Name (Please type or print)

Management Analyst  
\_\_\_\_\_  
Title (Please type or print)

8 July 2013  
\_\_\_\_\_  
Date

9383  
\_\_\_\_\_  
Federal Taxpayer ID# (last 4 digits)

## EXHIBIT A

### SCOPE OF SERVICE

City of Woodinville and 4Culture mutually agree that the following services be provided in accordance with the application submitted to and approved by the Board of Directors of 4Culture.

Amount: \$3,000.00

#### **PARTIAL SUPPORT FOR:**

The public presentation of proposed project entitled,

2013 Celebrate Woodinville Summer Concert Series

4Culture Funds will be used for:

Production of 2013 Celebrate Woodinville Summer Concert Series.

#### **PHASE I:**

50% of the award amount may be invoiced for planning and development costs and fees.

Payable upon submission of:

- Completed Phase #1 Invoice (physical mailing address required. No PO Box).
- Completed W9 Form indicating same mailing address as Phase #1 Invoice.

#### **PHASE II:**

50% of award amount payable upon completion of project for remaining project costs.

Payable upon submission of:

- Evaluation Form,
- Project Documentation .jpg digital image(s),
- Evidence of Acknowledgement of 4Culture support (logo) in project promotional materials,
- Receipts for allowable expenses such as venue rental, artist payments, insurance, transportation reimbursement, marketing, printing & publicity. (Not allowed: general organization operating support, fundraising expenses, equipment purchases, food, school tuition or permanent public art), (*If requested*)
- Completed Final Invoice.

#### **PUBLIC BENEFIT**

Will be provided in the form of a free public performance/exhibit, preview or a pay-what-you-will performance/exhibit, Internet distribution of project or part of project, complimentary or discounted tickets to specified audience(s) of King County citizens & visitors or (2) copies of the artistic product (book, CD, DVD or other) donated to 4Culture for distribution to resource repositories or the public library system. Description of the project's public benefit must be included in the *Evaluation Form*.

#### **PUBLICITY / PROMOTION POLICY**

Prominent acknowledgment of 4Culture/King County Lodging Tax Revenue with the logo is **required of all recipients** for use in publicity and promotional materials, including, but not limited to brochures, websites, press releases, programs, posters, public service announcements, flyers and advertisements. Evidence of the project's promotion must be included in the (Phase II) Final Invoice. You may obtain an electronic file of 4Culture's logo on our website at [www.4culture.org](http://www.4culture.org) or contact Doreen Mitchum, Project Coordinator [Doreen.Mitchum@4Culture.org](mailto:Doreen.Mitchum@4Culture.org).



**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 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.

