



GRANT INFORMATION

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CONTRACTOR INFORMATION

Seattle Parks Foundation for Volunteer Park Trust
Shava Lawson
Director of Fiscal Services
1501 E Madison St, Suite 510
Seattle, Washington 98122
(206) 332-9900

Your Contract #: 121153P

Preservation Sustained Support - 1909
Motion #: 2020-77

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$3,080.00 for the *2021 Preservation Sustained Support* project. The contract starts on 01/01/21 and ends on 12/31/22.

For questions, contact Dana Phelan at dana.phelan@4culture.org or (206) 263-1604.

SCOPE OF SERVICE

Seattle Parks Foundation for Volunteer Park Trust and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services and public benefits be provided in accordance with the application submitted under the 2021 Preservation Sustained Support Program Guidelines.

General operating support of \$3,080.00 is payable to the Volunteer Park Trust upon submission of payment request and 4Culture review and approval of the following deliverables:

- A written description of the specific benefits and services provided to the public as outlined below
- Updated financial reporting, as reflected in 990 section of organizational profile at apply.4culture.org
- Examples of acknowledgement of 4Culture support
- Up to 5 publishable, electronic images documenting activities for use by 4Culture to publicize its grant program, including photo credits, caption information, and permission to publish

Prominent acknowledgment of 4Culture 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. Information on the promotion must be included in the final payment request for this support to 4Culture. You may obtain an electronic file of 4Culture's logo on our website at www.4culture.org.

PUBLIC BENEFIT

2021 Public Benefits (activities involving public access to the park will be offered as Covid-19 guidelines and recommendations from King County Public Health allow):

- Continue mission to restore, preserve and enhance Seattle's Volunteer Park
- Partner with other organizations and government bodies involved with Volunteer Park, advocating to preserve and enhance historic features and re-establish original design elements
- Continue fundraising and planning for Restoring the Great Lawn / Amphitheater Project
- Coordinate volunteer opportunities to participate in hands-on stewardship projects
- Continue efforts to diversify leadership and committees, and continue outreach to underserved communities through offering diverse programming and encouraging broader participation in programs and events

Notification of Events: 4Culture requests Volunteer Park Trust staff notify 4Culture staff in advance of activities, including but not limited to workshops, exhibit openings, and public events. 4Culture will help promote activities directly funded through this award.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Scope of Service, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and upload them via our website at the link below. Enclosures with private information (e.g. social security numbers on a W-9) may also be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the contract:**
 - [W-9](#)

- b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture's website: [Manage Your Award](#).
- 3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to the Letter of Agreement. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.

- 4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

LETTER OF AGREEMENT

Contractor agrees to provide the services as specified on the Grant Information sheet.

4Culture, the Cultural Development Authority of King County agrees to pay the Contractor for services described on the Grant Information sheet. Payment will be made upon receipt of the invoices provided by 4Culture and any other required documents as specified in the scope of service or listed as Enclosures in the Grant Information sheet.

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 solely for non-commercial publicity and marketing purposes. 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. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

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 below:

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability 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. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be 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.

C. 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.

D. Other Insurance Provisions

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

1. General Liability Policies

a.) 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.

b.) 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.

c.) 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.

2. All Policies

a.) 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.

E. 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.

F. 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.

In the event 4Culture incurs any costs, expenses and/or fees, including attorney's fees in connections with the enforcement of 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. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

The Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, by using either the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or whenever possible, by the use of the 4Culture logo. See "manage your awards" on the 4Culture website for examples of logo use for your specific award program.

4CULTURE:

CONTRACTOR: