



GRANT INFORMATION

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SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Redmond
PO Box 97010
Redmond, Washington 98073
(425) 556-2313

Your Contract #: 126153A
Arts Sustained Support - 1750
Motion #: 2024-62

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$72,000.00 (2026 award) and \$72,000.00 (projected 2027 award) for the *2026 Arts Sustained Support - LAA* project. Please note that while 2026 award amounts are final, the 2027 award amounts are subject to actual tax revenue collected and may be adjusted based on final collection figures. The contract starts on 01/01/26 and ends on 12/31/2027.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

Contractor shall provide the following services in accordance with the application submitted to and approved by the 4Culture Board:

Support for 2026 and 2027 Programs, including events or activities occurring between Jan 1, 2026 and Dec 31, 2027 which are open and publicized to the community, the actual expenses incurred by Contractor for which exceed the Grant Amount.

Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, utilities insurance, and related annual operating expenses necessary as part of the production of activities and experiences supported by this Grant.

Grant funds shall be payable on the following schedule:

- You may submit a payment request for the first 50% of your **2026** award after the contract is signed by all parties. This payment represents reimbursement for planning and development work for the year ahead as well as public benefits provided by February 15.
- You may submit a payment request for the second 50% of your **2026** award after November 1. This payment represents reimbursement for public benefits provided from February 15 through December 31.
- You may submit a payment request for the first 50% of your **2027** award after February 15, 2027.

- You may submit a payment request for the second 50% of your **2027** award after November 1, 2027.
- Alternate payment request option: You may elect to submit a single payment request for 100% of your annual award after November 1 of either year, if you prefer.
- Forfeiture Clause: Please note that if you have not submitted your payment request for your annual allocation by January 8 of the following year, it will be considered forfeited by 4Culture.

Your payment request will include the following required data and documentation:

First 50% Payment Request:

- Quantitative reporting on events, attendance and open hours for your organization for the previous calendar year
- A brief planning and development narrative describing what programs related to your public benefit do you plan to execute this year (150 words)

Second 50% Payment Request:

- Public Benefit Narrative: (What have you accomplished in your contract scope, and how? Is there anything you were unable to accomplish, and if so, why?). Narrative length will vary depending on award size as follows:
 - Awards under \$100,000: 300 to 500 words
 - Awards \$100,001 - \$300,000: 750 to 1,000 words
 - Awards \$300,001+: 1,500 to 2,000 words
- Annual financial reporting, as reflected in the Financial Forms section, and annual Demographic Survey, as found in your organizational profile at [apply.4culture.org/](https://www.4culture.org/) each year
- Photos of the events and activities supported by this Grant
- 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. You may obtain an electronic file of the 4Culture logo on our website at <https://www.4culture.org/grants-artist-calls/4culture-logo/>
- Statement on the impact of this funding from a Board Officer or senior staff member. (ONLY for organizations with awards of \$100,001+)
- One to three testimonials from program participants (ONLY for organizations with awards of \$300,001+)
- Independent, third-party audit of your financial records for the preceding accounting year (ONLY for organizations with awards of \$300,001+)

PUBLIC BENEFIT

As a Local Arts Agency you agree to provide artistic services to the residents and visitors of your community on behalf of your city. These services can include but are not limited to: public performances, festivals, concerts, literary readings such as poetry or spoken word, youth programs, funding for artist calls and commissions, stewarding public artwork, and other related artistic activities and events for the public. Access to these events will be made accessible and available to the public.

CONTRACT TERM

The Term of this Contract shall commence on the date that both parties have signed and shall end on December 31, 2027.

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 Work, 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 provide them to 4Culture. Please view our [contract enclosure](#) instructions (see step 3) to download fillable forms and get instructions on where to upload your documents.
 - a. Items to be returned **at the time you sign the contract**:
 - IRS Form W-9
 - b. 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 Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.
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.

SUSTAINED SUPPORT CONTRACT

(Lodging Tax Funding)

THIS SUSTAINED SUPPORT CONTRACT (this "Contract") is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Grant Information Sheet ("Contractor"). Contractor is an art, cultural or historical organization qualified to receive funds pursuant to King County Code Sections 2.48 and 4.40 and RCW 67.28.180 as may be amended hereinafter. The 4Culture Board of Directors approved providing funds for operating support pursuant to this Contract in the motion referenced in the Grant Information Sheet

4Culture desires to provide operating support funds to Contractor pursuant to King County Code Sections 2.48.108-.109, with which Contractor shall render certain services to King County citizens for the benefit of King County citizens. Contractor's direct provision of arts and/or heritage programming and experiences to the King County residents and visitors, as more specifically described on the Grant Information Sheet, is referred to herein as "Public Benefit Services."

4Culture is organized pursuant to King County Ordinances 14482, 18684, and 19036 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 in consideration of the Public Benefits 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.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall perform the Scope of Services, provide the Public Benefits, and comply with all requirements set forth hereinafter and in the Grant Information Sheet.

B. Funds awarded under this Contract shall be used solely to reimburse Contractor for some or all of its operating expenses incurred during the performance of the

Scope of Services described on the Grant Information Sheet. Such reimbursable operating expenses may include, but are not limited to, start-up costs, funding for staff positions, rent, mortgage, or loan payment assistance, and costs incurred to develop and grow Contractor's cultural programming. Contractor shall perform the Scope of Services and submit its request for reimbursement hereunder on or before January 8, 2028 for your 2026 allocation, and on or before January 8, 2029 for your 2027 allocation. ("Reimbursement Expiration Date.") After those dates, any remaining award will be considered forfeited.

C. 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, with the credit line "our work is supported, in part, by an award from 4Culture", and/or by the use of the 4Culture logo.

II. DURATION OF CONTRACT

This Contract shall commence on the Effective Date and shall terminate upon the earlier of (1) 4Culture's payment of a Contractor invoice that exhausts the funds available to Contractor under this Contract or (2) the Reimbursement Expiration Date. This Contract, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse Contractor for its actual and authorized expenditures incurred in satisfactorily completing the Scope of Services and otherwise fulfilling all requirements specified in this Contract in an aggregate amount as indicated on the Grant Information sheet.

B. Contractor may apply to 4Culture for reimbursement upon completion of a phase of the Scope of Services (if phases are specified on the Grant Information sheet). The final invoice for reimbursement shall include a general description (and reasonable documentation) of the operating expenses incurred by Contractor during the term of this Contract.

C. Accompanying the final invoice, Contractor shall also submit a brief report on and digital images of publishable quality of the Public Benefits it provided during the term of this Contract. Contractor consents to 4Culture's use of the report and images to publicize its grant programs. Technical specifications required for image files are available in the "Manage Your Award" section of the 4Culture website.

D. If Contractor fails to comply with any terms or conditions of this Contract or to provide in any manner the Scope of Services agreed to herein, 4Culture may withhold any payment to Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of the 4Culture right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Contract and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

A. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract or if Contractor shall violate any of its covenants, agreements or stipulations of this Contract, 4Culture may terminate this Contract and withhold any remaining funds allocated for use under this Contract. Prior to so terminating this Contract, 4Culture shall submit written notice to Contractor describing such default or violation. 4Culture shall not terminate this Contract if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

B. Reimbursement for services performed by Contractor, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsection A herein, shall be remitted to Contractor as reasonably determined by 4Culture.

V. MAINTENANCE OF RECORDS

A. Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and accurately reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.

B. These records shall be maintained for a period of six (6) years after termination of this Contract unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. 4Culture will give advance notice to Contractor in the case of fiscal audits to be conducted by 4Culture.

C. Contractor agrees to cooperate with 4Culture in the evaluation of Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

VII. CONTRACT MODIFICATIONS

No modification or amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.

VIII. NO WAIVERS

4Culture's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

IX. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

X. HOLD HARMLESS AND INDEMNIFICATION

A. Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Contract. Neither Contractor nor its officers, agents or employees are employees of the 4Culture for any purpose. Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Contractor, its employees and/or others by reason of this Contract. To the extent allowed by law, 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) Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract. 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.

B. To the full extent provided by applicable law, 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 use of the Cultural Organization Equipment or the acts or omissions of Contractor,

its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. 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. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, then Contractor shall so protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents only to the extent of Contractor's, its officers', employees', and/or agents' negligence. 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.

XI. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and Contractor agrees to abide by all the conditions of said Chapter. Failure by Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Scope of Services or shall have any beneficial interest, directly or indirectly, in this Contract. Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Contract has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Contract. Contractor shall take all appropriate steps to assure compliance with this provision.

XII. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability ("CGL") insurance against claims for injuries to persons or damages to property which may arise from, or in connection with performance of the Scope of Services by Contractor, its agents, representatives, employees, and/or subcontractors. Contractor shall pay the costs of such insurance. Each policy shall be written on an "Occurrence" basis.

B. The CGL insurance policy shall contain, or be endorsed to contain, the following provisions:

1. 4Culture, its officers, employees and agents are to be covered as primary additional insureds for the duration of this Contract.

2. Contractor's insurance coverage shall be primary insurance as respect any all claims made against 4Culture, its officers, employees, and agents, arising from the use of the Cultural Organization Equipment acquired under this Contract. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with Contractor's insurance or benefit Contractor in any way.

3. 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.

C. Insurance coverage required herein 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 duration 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.

D. Unless otherwise approved in writing by 4Culture, insurance is to be obtained from 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.

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

XIII. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by Contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation. Without limiting the foregoing, Contractor agrees that no person shall, on the basis of basis of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age, ancestry, parental status, marital status, use of service or assistive animal, language, or geography, be denied the benefits of, or be subjected to discrimination under any of its programs or activities.

XIV. GENERAL PROVISIONS

A. Modifications. No modification or amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.

B. No Waivers. 4Culture's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

C. Severability. In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

D. Entire Agreement. This Contract contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.

E. Attorneys' Fees; Expenses. Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Contract. 4Culture may pay someone else to help enforce this Contract, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

F. No County Liability For 4Culture Liabilities. 4Culture is organized pursuant to County Ordinance 14482, as amended, 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."

G. Notices. Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other Party pursuant to this provision).

H. Interpretation. The section and subsection captions in this Contract are for convenience only and shall not control or affect the meaning or construction of any

provision of this Contract.

I. Time. Time is of the essence with respect to the performance of all obligations of this Contract.

J. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Contract shall be in King County, Washington and if a lawsuit, in King County Superior Court.

K. Third Parties. Except as expressly provided herein, nothing in this Contract shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

L. Survival. The terms and conditions of Sections IV – VI, inclusive, and X shall survive the termination of this Contract and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:

Brian J. Carter,
Executive Director

Angela Birney,
Mayor of City of Redmond

Date: / / 2026

Date: / / 2026