



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Rosen, Parks & Recreation Fiscal Analyst

DATE: April 3, 2025

SUBJECT: Grant Acceptance: 2025 – 2027 4Culture Arts Sustained Support

ISSUE

The Tukwila Parks and Recreation Department has been awarded a 4Culture Arts Sustained Support Award of \$38,000 per year for Fiscal Years 2025 – 2027, totaling \$114,000. This award amount requires city council approval before the Mayor may sign the resultant contract. While being presented with the 2025 contract at this time, staff are requesting approval for the entire grant amount.

BACKGROUND

The 4Culture Sustained Support Program, provided in the areas of Arts, Heritage, Preservation, and Science and Technology, provides local organizations with programmatic funding support for their day-to-day operations. The Tukwila Parks and Recreation Department has been an awardee of the Arts Sustained Support program for several years, usually receiving about \$9,000 per fiscal year.

In late 2023, the King County Council passed the Doors Open legislation to increase funding for cultural programming via a 0.1% sales tax that went into effect April 1, 2024. This legislation allows for a large increase in funding for 4Culture programming. In Q4 2024, the Tukwila Parks and Recreation Department applied for and was awarded the newly increased Arts Sustained Support award.

DISCUSSION

As part of a recreation programming plan currently in development, the Tukwila Parks and Recreation Department paid for the performance of a statistically valid survey to determine programming importance and unmet needs per Tukwila residents, resulting in a Priority Investment Ranking (PIR). The highest PIR program identified by the survey was a Farmer's Market, scoring the maximum 200 points. When awarded the enhanced Arts Sustained Support funding, department staff began initial planning for a Tukwila Farmer's Market to launch in Summer 2025.

FINANCIAL IMPACT

This grant will be provided to the city as a reimbursement grant, where the city incurs eligible expenses and then seek reimbursement for said expenses after completion of the proposed scope of services. Therefore, acceptance of this grant creates no net General Fund inflows or outflows. Department staff will request necessary budget amendments for the FY25/26 budget to reflect this grant.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward the FY25 grant agreement to the April 21st Regular Meeting Consent Agenda for final approval and additionally provide approval for signing of the agreements that will be executed in FY26 and FY27.

ATTACHMENTS

- A --- Grant Award Email dated 12/10/24
- B --- Proposed 4Culture Grant Contract #125137A
- C --- City of Tukwila 2025 Farmer's Market Flier

From: Elly Fetter <elly.fetter@4culture.org>
Sent: Tuesday, December 10, 2024 2:29 PM
To: David Rosen <David.Rosen@TukwilaWA.gov>
Subject: 2025 Arts Sustained Support



Dear David,

We are pleased to share great news regarding your Sustained Support application: City of Tukwila has been awarded a three-year Sustained Support grant. Thanks to the recent passage of Doors Open legislation and continued Lodging Tax revenue, 4Culture has dramatically expanded the Sustained Support program, in service of a vibrant King County where culture is essential and accessible to all. Congratulations on this well-deserved recognition!

The award amounts* for your organization are as follows:

- 2025: \$38,000.00
- 2026: \$38,000.00
- 2027: \$38,000.00

Peer panels reviewed more than 725 applications across the disciplines of Arts, Heritage, Historic Preservation and Science, and awarded a total of \$37,209,227 in Sustained Support general operating funds for 2025. Awards took budget size, geographic location, and panel feedback under consideration.

Your organization, as part of this inaugural round of historic funding, and as a vital contributor to the social wellbeing and economic development of King County, will be invited to a Celebration of King County's Cultural Sector - please look for an invitation in the coming weeks.

You will receive your 4Culture grant funds through a contract process. Learn how this works by reading through our **NEXT STEPS** guide at the end of this email. If you have any questions after reviewing the guide, please contact Bret Fetzer at bret.fetzer@4culture.org

4Culture has more programs in development now:

- New and long-standing grant programs can be found at [Grants + Artist Calls | 4Culture](#). Please note: starting in 2025, Sustained Support grant recipients are not eligible for Projects funding.
- As part of your payment request form, you will be asked to provide data about the impact of your grant through numerical and narrative-based questions. 4Culture must provide detailed reports about grant outcomes and impacts to King County Council each year. Good data is essential for the renewal of these funds. Workshops and Technical assistance for data collection and reporting will be offered - please see more below in the "Requesting Payment" section.
- A Workshop to support those whose IRS filing status may be impacted by increased revenue will be announced in Q1 2025. The content of this session will be for organizations who are currently filing a 990-N (or E-Postcards) or 990EZ and who may be moving to a new filing category.

- A Network of Support is in development to provide technical assistance and capacity building for the field, especially in moments of tremendous growth, change, and evolution. Has someone or some organization come alongside you to help your organization grow? 4Culture seeks to connect with coaches, mentors, and
- consultants who have fostered the success and sustainability of cultural organizations and practitioners in King County. Let us know who has helped you by emailing Cultural Services Liaison, Cassie Chinn at cassie.chinn@4culture.org.

On behalf of 4Culture, thank you for the work you do to create impactful cultural experiences for King County residents and visitors.

Sincerely,

Bret Fetzer, Arts Program Manager

Brian J. Carter, Executive Director

* Please note that 2026 and 2027 award amounts are subject to actual tax revenue collected and may be adjusted based on final collection figures.



GRANT INFORMATION

TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Tukwila
6200 Southcenter Blvd
Tukwila, Washington 98188
(206) 767-2310

Your Contract #: 125137A
Arts Sustained Support - 1750
Motion #: 2024-62

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$38,000.00 for the *2025 Arts Sustained Support - LAA* project. The contract starts on 01/01/25 and ends on 12/31/25.

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 2025 Programs, including events or activities occurring between Jan 1, 2025, and Dec 31, 2025, provided that such Programs are open and publicized to the community. In particular, the Services include Contractor performing the activities described pursuant to the schedule described in Public Benefit section below.

Funds will be available following signature of the contract by both parties. This advance payment is necessary due to the immediate and extraordinary circumstances related to COVID-19-pandemic-related shortfalls facing cultural institutions, including Contractor. Funds are to be provided in advance of Contractor providing the Services and the resulting Public Benefits, in consideration of Contractor's agreement to provide the Services and the resulting Public Benefits pursuant to this Contract. You will be required to provide the following data and documentation:

- Narrative description of your providing the Public Benefit Services, confirming that you have provided the specific public benefits described below in 2025, including, without limitation, for example, the dates and times of events, audiences size, and provision of free or reduced price tickets or such other metrics applicable to the Public Benefit Services you will provide and the public benefits that will result therefrom.
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available.
- Photos of the events and activities supported by this Grant, if available.
- The above described information and documentation shall be referred to herein as a Report.

- If your Grant Amount exceeds \$500,000, you shall submit such Reports on June 30, 2025, September 30, 2025 and December 31, 2025. If your Grant Amount exceeds \$150,000, you shall submit such Reports biennially on June 30, 2025 and December 31, 2025. If your Grant Amount is \$150,000 or less you shall submit such Report annually on December 31, 2025.
- Quantitative data on events, attendance and open hours for your organization, as applicable, for the calendar year of 2024, in order to set a data baseline for future impact reporting.
- Responses to survey questions regarding your organization and the impact of grant funds.
- In addition, you shall submit annual financial reporting, as reflected in the 990 section of your organizational profile at apply.4culture.org and annual demographic survey for your organization by October 21, 2025.

You shall include prominent acknowledgment of 4Culture in all of your 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 each report described above. You may obtain an electronic file of 4Culture

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, 2025.

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.

AGENCY SERVICES 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. The Contractor is "cultural organization" as defined by RCW 36.160.020(3) and King County Ordinance 19710, Section 3.D.

The Doors Open program authorizes a 2024 One-Time Operational Support program and a Sustained Support program for the 2025-2031 period. Pursuant to the Doors Open Ordinance and Implementation Plan, 4Culture solicited and reviewed applications from Cultural Organizations for the 2024 One-Time Operational Support program which provides Public Benefit Services in 2025 and the 2026-2027 Sustained Support Program. By Motion #2024-62, the 4Culture board approved grants to Cultural Organizations under both programs. This Contract memorializes 4Culture's and Contractor's agreement with respect to the particular grants made by 4Culture to Contractor under the 2024 One-Time Operational Support and, for grantees not eligible for Doors Open, under the 2025 Sustained Support program.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens for the benefit of King County citizens. As a cultural organization, Contractor's primary mission is one or more of the following: the advancement and preservation of science or technology, the visual or performing arts, zoology, botany, anthropology, heritage, or natural history and Contractor directly provides programming or experiences available to the general public. Contractor's direct provision of such programming or experiences available to the general public, as more specifically described on the Grant Information Sheet above, shall be referred to herein as the "Public Benefit Services."

The legislative authority of 4Culture has found and declared that providing funds to Contractor in consideration of the Public Benefit 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.

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. The Contractor shall provide Public Benefit Services and comply with the requirements set forth hereinafter and in the Grant Information Sheet.

- B. Purchase of Services. Funds awarded under this Contract shall be used solely to pay the Contractor in advance for the Public Benefit Services set forth in the Program Proposal made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Program Proposal and more specifically by the Specific Scope of Services, including without limitation, the identified Public Benefit Services, shall hereinafter be referred to as the "Project."
- 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 "this project was supported in part by 4Culture" and/or by the use of the **4Culture logo**.
- D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Grant Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall pay the Contractor the Grant Amount indicated on the Grant Information Sheet. 4Culture's payment obligations hereunder are subject to appropriation and distribution of funds to 4Culture by King County.

B. 4Culture will initiate authorization for payment after this contract has been fully executed. If all required documents have been received and verified, 4Culture shall make payment to the Contractor by June 30, 2025.

C. Contractor shall submit all Reports and other required information on or before the dates set forth in this Agreement.

D. If the Contractor fails to comply with any terms or conditions of this Contract 4Culture may shall notify the Contractor thereof and Contractor shall undertake corrective action, as specified by 4Culture. If Contractor fails to undertake such corrective action in a timely fashion to 4Culture's satisfaction in its reasonable discretion, then Contractor shall immediately repay 4Culture the Grant Amount, or such portion thereof that 4Culture reasonably determines.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to provide in any manner the work or services agreed to herein or to fulfill in a timely and proper manner its obligations under this Contract or if the Contractor shall violate any of its covenants, agreements or stipulations of this Contract, 4Culture may terminate this Contract and Contractor shall immediately repay 4Culture the Grant Amount or such portion thereof as 4Culture determines in its reasonable discretion. In addition, future funding opportunities for Contractor for 4Culture programs may be limited as the result of Contractor's failure to perform the Public Benefit Services agreed to in this Contract. Prior to so terminating this Contract, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Contract if 4Culture determines, in its sole discretion, that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation. This right is in addition to and not in lieu of any other rights of 4Culture under this Contract and any other right or remedy available to 4Culture at law or in equity.

V. MAINTENANCE OF RECORDS

A. The 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. The 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 the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the 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. PROPRIETARY RIGHTS

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.

VIII. 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.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Contractor is an independent Contractor, and shall determine the means of accomplishing the results contemplated by this Contract. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The 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. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights that 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 the Contractor, its employees and/or others by reason of this Contract. To the extent allowed by law, the 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 Contract. 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.

B. 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. If this Contract 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, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' 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. 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.

X. 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 the Contractor agrees to abide by all the conditions of said Chapter. Failure by the 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 Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The 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. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

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 Contractor or subcontractors shall pay the costs of such insurance. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01)—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.

XII. NONDISCRIMINATION

A. 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.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by its subcontractors and all other businesses seeking to participate in this Contract. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. 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. Binding On Successors And Assigns; Memorandum Of Agreement. This Contract shall be binding upon the successors and assigns of Contractor. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Contract in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. 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):

- I. 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.
- J. Time. Time is of the essence with respect to the performance of all obligations of this Contract.
- K. 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.
- L. 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.
- M. Survival. The terms and conditions of Sections II.D, VI through and including XVI shall survive the termination of this Contract and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:



TUKWILA FARMERS MARKET

8 WEEKEND CONCERT SERIES

Attachment C



SUNDAYS, 10 A.M. TO 2 P.M.
TUKWILA COMMUNITY CENTER
12424 42ND AVENUE SOUTH

JULY 20
PO'OKELA STREET BAND

AUGUST 3
STACY JONES BAND

AUGUST 17
AMELIA DAY

AUGUST 31
SPECIAL GUEST
TO BE ANNOUNCED

SEPTEMBER 7
SPECIAL GUEST
TO BE ANNOUNCED



Explore!

TUKWILAWA.GOV/SUMMEREVENTS



CULTURE

King County

PARKS
Your Big Backyard

CASCADE
WATER ALLIANCE

THANK YOU TO OUR GENEROUS SPONSORS