



Cross-Cultural Center without Walls

Request for Project Proposals Information and Instructions



For alternate formats, interpreters, or reasonable modification requests please phone at least 48 hours in advance 425-452-6021 (voice) or email cboyle@bellevuewa.gov. For complaints regarding modifications, contact the City of Bellevue ADA, Title VI, and Equal Opportunity Officer at ADATitleVI@bellevuewa.gov.

CMO-24-7848

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Cross-Cultural Center without Walls

Request for Project Proposals

This RFP (Request for Proposals) package includes all the information and materials you will need to submit a project proposal for a Cross-Cultural contract with the City of Bellevue. Additional information, including project history and details on the Community Workshops held in Fall, 2023 can be found at <https://bellevuewa.gov/city-government/departments/city-managers-office/diversity-advantage-initiative/cross-cultural-center>.

For questions and comments, please contact Sara Boyle (DEI Administrator) at sboyle@bellevuewa.gov.

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Memorandum of Understanding Template (for partnering orgs if selected)

Contract Template (to be used with selected respondents)

Cross-Cultural Center without Walls Request for Proposals (RFP)

RFP and Project Overview

The City of Bellevue and the Diversity Advantage Team are excited to invite our community to submit project proposals for the new Cross-Cultural Center without Walls. This is a pilot effort to help unite Bellevue's diverse residents and to build a sense of belonging. The City is looking to our community partners to submit project ideas for cross-cultural events, workshops, and programs that will bring people together around shared intercultural experiences at different locations throughout the city. After reading the information below, [click here to submit a project proposal](#).

Request for Proposals (RFP) Timeline

The RFP will open on **Wednesday, February 7, 2024**. The RFP will close on **Friday, March 8, 2024**. Organizations will be notified of their results by **Wednesday, April 10**.

Contract Amounts

Single organizations are welcome to submit project proposals ranging from **\$2,500 to \$15,000**. Organizations who are partnering together on a project may submit a combined proposal of up to **\$25,000**. No single project or event may exceed \$25,000.

RFP Required Materials

As part of your project proposal, you must complete the project questionnaire and a project budget. Additional documents will be required if selected for a contract.

Project Requirements *(Additional information is shared on pages 3-5 in the Project Scope of Work)*

All projects are required to meet the following criteria in order to be considered for a contract:

- The project must be cross-cultural (see pages 3-5 for more information)
- The project must take place in Bellevue
- Organization must be able to demonstrate a connection to Bellevue and/or the greater Eastside.
- The project must be completed between May, 2024 and May, 2025
- The project must have free admission and registration must be open to the general public
- Projects must be led by a legal entity, such as a non-profit/501-c3 organizations, for-profit organizations, LLCs, or sole-proprietors.

Submission Instructions

[Project proposals can be submitted online by clicking here](#). You may also submit a written copy if you prefer. Please contact Sara Boyle at sboyle@bellevuewa.gov if you want to submit a written proposal.

Translation

The City of Bellevue is happy to translate these RFP materials into a different language if needed. Please e-mail Sara Boyle at sboyle@bellevuewa.gov with translation requests. *Please note that this will take 1-2 weeks. The submission deadline will be extended as needed.*

City of Bellevue Cross-Cultural Center without Walls

Project Scope of Work

The purpose of this document is to communicate the purpose and goals of the Cross-Cultural Center without Walls and what the City is looking for in project proposals. This document is based off the findings of three Community Workshops held in Fall, 2023 to better understand the community's vision, goals and priorities of the Cross-Cultural Center without Walls pilot project. The project scope of work below uses the ideas and feedback from those 150 workshop participants. *The City is looking for project proposals that closely reflect the community ideas and priorities summarized below.*

What is the Cross-Cultural Center without Walls?

The Cross-Cultural Center without Walls is a new pilot project launched by the City in Fall, 2023. It is a series of cross-cultural events, workshops, and programs hosted by different community partners that will be held at different locations throughout the city between Spring, 2024 and Spring, 2025. In an effort to improve a sense of belonging in the city, the Cross-Cultural Center without Walls will bring Bellevue's diverse residents together around intercultural events and programs. From this pilot project, we will be able to better understand what the best next steps are for cross-cultural programs and spaces within Bellevue.

Why is it important?

Bellevue is home to people from all over the globe with many diverse identities. We want to lay the groundwork for a thriving, healthy community by intentionally learning from and connecting to each other. This project will give community members the opportunity to explore different cultural approaches to shared human experiences.

What does "cross-cultural" mean? How are these projects different from multicultural events or activities?

A cross-cultural activity brings together people from *two or more cultures* in an intentional, mutual *exchange* of cultural knowledge, approaches, and/or traditions. Cross-cultural exchanges go beyond merely celebrating or acknowledging cultural difference, and instead should focus on creating opportunities for learning and understanding.

- The presence or participation of multiple cultures does **not** necessarily make an event cross-cultural. There would need to be interaction, learning, and/or exchange across cultures.
- "Culture" can mean differences in multiple identities such as race, ethnicity, country of origin, language, age, gender and sexuality, ability, religion, and economic class. We invite cross-cultural exchanges across all of these different identities.

See the examples below to understand the difference between cultural, multicultural, and cross-cultural projects.

Project Example: Musical Performance

Cultural	Multi-cultural	Cross-Cultural
An audience is invited to watch a performance of traditional Chinese music.	An audience is invited to watch a performance of music coming from several different cultures.	Two different cultural groups coming from different musical backgrounds work together to create a new musical performance that includes elements of both cultural traditions.

Project Example: Food and Cooking

Cultural	Multi-cultural	Cross-Cultural
An organization hosts an event or festival featuring Peruvian food.	An international food festival or event featuring foods from multiple different cultures.	An interactive cooking workshop where cooks from three different countries talk about and teach others about how they use a cooking ingredient that is common to all three cooking cultures.

Project Example: Immigration

Cultural	Multi-cultural	Cross-Cultural
A cultural group holds an event educating others about the history of their culture's immigration to the US.	An organization hosts a resource fair featuring support and resources for several different immigrant groups.	Four different cultural organizations come together to host a dialogue or panel discussion where immigrants from different backgrounds and cultures talk to each other about their histories and immigration stories.

Explanation:

Cultural

In the above examples, the cultural events focus on just one culture.

Multi-cultural

In these examples, the multi-cultural events feature multiple cultures but do not include intentional, two-way interactions and learning between cultures.

Cross-Cultural

In these examples, not only are multiple cultures engaged, but they are given opportunities to interact, speak to each other, learn from each other and/or create together. Everyone involved in these projects will have the opportunity to walk away with new information about a different culture.

What is the City looking for in project proposals?

In addition to the Project Requirements listed on Page 1, the following information should be used to inform your project proposal. The list below provides some *guiding principles* for cross-cultural project proposals. Project proposals are **not** expected to include every single one of these principles. However, successful project proposals will include **at least two** of the following:

1. **Multi- or inter-generational:** Your project focuses on bringing together people from multiple generations and ages.
2. **Youth:** Your project focuses on serving and engaging young people.
3. **Broadly Inclusive:** Your project focuses on and will actively engage community members from traditionally marginalized communities, including people of color, people with disabilities, LGBTQIA+ people, people experiencing homelessness, and/or immigrants and refugees.
4. **Builds New Relationships:** Your project is intentionally bringing together groups of people who previously have not been in relationship together and/or have historically had a tense relationship.
5. **Elevates Marginalized Stories:** Your project focuses on telling stories and histories from marginalized groups that had previously been suppressed and/or underrepresented.
6. **Community-Led:** Your project will be led by people who identify with the cultures you are exploring.

Priority Project Topic Areas

The topic areas below were identified as “high priority” by the community. Other topic areas are welcomed as long as they align to the Project Requirements and two or more of the above Guiding Principles.

- Dialogues/Community Conversations
- Interactive Workshops
- Rituals, Traditions, Rights of Passage
- Family Practices and Parenting
- Cultural History and Education
- Cross-generational mentoring/learning
- Food and Cooking
- Celebrations and Holidays
- Addressing cross-cultural conflict/tension
- Immigration
- Religion/philosophy
- Storytelling
- Theater and Performance
- Music and Dance
- Arts
- Mental and Emotional Health
- Games, Sports, and Recreation

Project Proposal Evaluation

How will my project proposal be evaluated?

All project proposals will be evaluated using the same evaluation criteria by a panel made up of City of Bellevue staff from the Diversity Advantage Team and the Neighborhoods Team, and community members from the Bellevue Diversity Advisory Network, the Communities of Color Coordinating Team, and alumni from Bellevue Essentials. Each project will be given a total score based on the criteria.

Evaluation Criteria

Section I: Project Plans

1. Proposed project is cross-cultural as opposed to multi-cultural or cultural. (20 points)
2. Proposed project meets at least two of the Guiding Principles. (20 points)
3. Project proposal clearly communicates project purpose and learning outcomes. (10 points)
4. Project proposal communicates a plan and timeline for executing their project idea successfully. (10 points)
5. Project proposal identifies a possible venue for their project.* (5 points) **Organizations are NOT required to have confirmed venues yet*
6. Organization has the experience, resources, and/or skills to successfully engage their intended audience and participants. (10 points)

Section I Possible Bonus Points

- Organization is less than 50 employees (add 1 point)
- Proposal meets more than two guiding principles (add 1 point)
- Proposal fits in to one or more of the priority topic areas (add 1 point)

Section II: Budget

1. The budget clearly communicates estimates of where contract expenditures will go and all requested funding is accounted for. (5 points)
2. The project budget clearly aligns to the project proposal and description (5 points)

Section III: Partnerships (Only applies to projects that include a partnership)

1. Proposal explains why the partnership will benefit their project. (10 points)
2. Proposal gives a general overview of the different roles and responsibilities of each partner. (5 points)

In the case of a tie, the following will be taken into consideration:

- Diversity in the cultures being featured
- Diversity in the topics of events
- Diversity in which Bellevue neighborhoods events are held

Frequently Asked Questions

Am I required to partner with another organization in order to receive a cross-cultural contract?

No, partnering with another organization is not a requirement for this project. If a single organization can clearly show they are able to host a cross-cultural event that meets all of the project requirements and guidelines without partnering, then partnering is not required. There are no additional points awarded to projects that indicate a partnership. But the applicable maximum value of a contract that could be awarded for a partnership's project would be \$25,000 rather than \$15,000.

What do I need to show a partnership with another organization? How do we submit a proposal?

In the Project Questionnaire, you will indicate whether you are intending on partnering with another organization. The Project Questionnaire will also ask you if you are submitting a joint-proposal or separate proposals. Either is acceptable. If partnering organizations are splitting project responsibilities 50/50, it is better to submit separate proposals. If there is a "Lead" partner who will be contributing the majority of the work, a joint proposal is acceptable. In both cases, partnering organizations who are selected for a cross-cultural contract will be expected to enter into an MOU (Memorandum of Understanding) outlining their partnership agreement and submit the MOU alongside their contract with the City. The MOU template is provided with this RFP for use by responding organizations.

If awarded a cross-cultural contract, how can contract funding be used?

Contract funding can be used to support any costs associated with hosting a successful cross-cultural event. This included but is not limited to: staff time, venue and facility rentals, marketing, materials, food, entertainment, and translation/interpretation.

How will payments on the contract be paid out?

The City of Bellevue will make contract payment in three installments, with two installments happening before the planned event/program and one happening after. Details on payment schedule will be outlined in the contract. A copy of the contract template is provided with this RFP for informational purposes. Selected responding organizations will be expected to sign contracts with the City.

Can a project consist of multiple events?

Yes, either single or series of events are accepted.

Can I submit multiple project proposals?

Due to the high number of project proposals expected, we encourage organizations to submit just one project proposal.

My organization or a partnering organization are not from Bellevue. Can we still submit a proposal?

Organizations that do not have a physical location in Bellevue are invited to submit project proposals. However, we will be looking for a previous connection to Bellevue and/or the greater Eastside for at least one of the partnering organizations.

Am I responsible for finding a venue for my event?

Yes, all organizations that receive a cross-cultural contract will be responsible for booking and paying for their own venue. City of Bellevue has created a directory of rentable venues and facilities in Bellevue to assist organizations. We will provide guidance and assistance when we can. If an organization struggles to find a suitable venue, staff can assist organizations with finding something that works.

Will the City of Bellevue help advertise my event if I am awarded a cross-cultural contract?

Yes, the City of Bellevue will create a calendar of cross-cultural events on our website that you are encouraged to share your event on. The City will also provide organizations with a flyer template to use in advertising their event. Organizations should not include the City of Bellevue logo on their flyer without the City's written permission. But organizations should acknowledge the City of Bellevue's support in marketing materials.

Will there be reporting requirements if my organization is awarded a cross-cultural contract?

Yes, there will be some minimum reporting requirements. This will include answering a few short questions and participating in a short interview with City staff after your event. The goal of this reporting is for the City to learn about what went well during this project, what could have been improved upon, and what your overall experience was hosting a cross-cultural project. Because this is a pilot project for the city, we are focused on learning what is needed in the future for cross-cultural programming.

What are the next steps for cross-cultural work in Bellevue after this pilot project is over?

City staff will present the results and findings from the Cross-Cultural Center without Walls project to City leadership and City Council in order to determine necessary next steps, which could include additional cross-cultural programming and/or spaces.

Do you have other questions that weren't answered here? Please contact Sara Boyle at sboyle@bellevuewa.gov with additional questions.

MOU TEMPLATE

[For use by partnering organizations – for partnering organizations to fill out and submit with their proposal –Signature needed if Project is selected]

[Template is available as electronic Word file]

This Memorandum of Understanding for Cross-Cultural Programming Partnership (“MOU”) is between the following organizations:

Organization 1: _____

Organization 2: _____

(together the “Cooperating Parties”).

Recitals

Whereas, the City of Bellevue has announced it will invest in community-led cross-cultural engagement and activities for Bellevue’s residents; and

Whereas, Bellevue residents would benefit from improved public access to events and activities programmed, organized, managed, and presented by community-based cultural organizations; and

Whereas, the Cooperating Parties are community-based cultural organizations interested in collaborating on designing, preparing, facilitating and/or organizing one or more cross-cultural program, event, or activity to foster cross-cultural social connection and greater civic and cross-cultural engagement in Bellevue; and

Whereas, the Cooperating Parties wish to collaborate on a proposal to compete for a City of Bellevue contract to deliver cross-cultural programming services; and

Whereas, the Cooperating Parties have discussed how they would share both the work and compensation if they submit a successful proposal and are awarded a City contract;

Therefore, the Cooperating Parties agree as follows:

1. Joint Submission of Proposal. The Cooperating Parties commit to jointly submitting a cross-cultural programming services proposal to the City of Bellevue to compete for contract to deliver a program, event, or activity. The Cooperating Parties memorialize below their understanding about how they will collaborate and will be paid.

2. Collaboration on Work. If the Cooperating Parties are awarded a City contract to deliver cross-cultural programming services, they will collaborate on the work and allocate responsibilities and tasks between themselves so that the program/event/activity can be successfully delivered. For purposes of calculating their respective share of compensation from the City, the Cooperating Parties have determined that _____ *[identify organization]* will be responsible for

_____ percent of the work and _____ [identify organization] will be responsible for
_____ percent of the work.

a. _____ [identify organization] will be responsible for securing the venue for the cross-cultural event (if any).

b. _____ [identify organization] will be responsible for securing any necessary special permits for the cross-cultural event (if any).

c. _____ [identify organization] will be responsible for communications with the City and for attending check-in meetings with the City.

d. _____ [identify organization] will be responsible for submitting appropriate documentation (including marketing materials, Report of Event, and proof of costs) to the City to receive compensation.

Optional additional information:

e. Identify decisions to be made and who will make them below:

(i) _____

(ii) _____

(iii) _____

f. List and assign planning tasks below:

(i) _____

(ii) _____

(iii) _____

3. Handling Expenditures Necessary to Deliver Program.

a. _____ [identify organization] will be responsible for purchasing goods and/or services necessary to deliver the cross-cultural program, event, or activity described in the Cooperating Parties' proposal.

b. _____ [identify organization] will be responsible for maintaining in their files, such invoices, receipts, and/or other documents that may be relevant to the payments made for such goods and/or services.

4. Handling Payment of Compensation by the City.

The Cooperating Parties will share the compensation received from the City for their work under their cross-cultural programming services contract in the following manner:

[Cooperating Parties must choose one option by crossing out and initialing other options.]

Option A:

For purposes of the City contract for cross-cultural programming services, _____[identify organization] will be subcontractor to prime contractor: _____. The Cooperating Parties request that the City pay all compensation that would be due under the City contract to the prime contractor identified in this MOU. Assuming all compensation due under the City contract is paid to the prime contractor, the prime contractor must make payments to subcontractor consistent with the subcontractor’s allocated percentage share of work responsibility as identified in Section 2 above.

Option B:

For purposes of the City contract for cross-cultural programming services, neither of the Cooperating Parties is a subcontractor to the other party. The Cooperating Parties request that the City pay the compensation that would be due under the City contract to the identified organizations in accordance with the following percentage allocations:

- Pay ____ percent of City compensation to: _____[identify organization]; and
- Pay ____ percent of City compensation to: _____[identify organization].

5. Completion; Termination Date. The Cooperating Parties agree to deliver the event(s) or activity/activities programmed by them by no later than the date agreed to with the City. The Termination Date of this MOU shall be _____.

6. Payment Address.

The following will be the address to which payments must be made/delivered for _____ [identify organization]

The following will be the address to which payments must be made/delivered for _____ [identify organization]

7. Effective Date.

This MOU is effective on the date that the second party to sign it has signed it.

8. Submission of Signed MOU to City of Bellevue.

Once the MOU is fully signed, a signed copy will be emailed to the City of Bellevue to the City's representative at the contact below:

IN WITNESS WHEREOF, the parties hereto have executed this MOU:

Organization 1:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

Organization 2:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

CONTRACT TEMPLATE

[Do not sign. This is informational only. Responding organizations submitting successful proposals will be expected to sign after notification of selection]

This **Cross-Cultural Programming Services Agreement** (“Agreement”) is between the **City of Bellevue**, a municipal corporation of the State of Washington (the “City”) and _____ (“Contractor”).

Recitals

Whereas the City of Bellevue wishes to invest in community-led cross-cultural engagement and activities for Bellevue’s residents; and

Whereas Bellevue residents would benefit from improved public access to events and activities programmed, organized, managed, and presented by community-based cultural organizations; and

Whereas, the Bellevue City Council has appropriated funds to procure and pay for the delivery of cross-cultural programs, events, and activities; and

Whereas the City of Bellevue intends to empower community-based cultural organizations to advance understanding and appreciation of local history, diverse cultural heritages, and foster cross-cultural social connection and greater civic and cross-cultural engagement through programs, events and activities open to the public; and

Whereas the City of Bellevue intends to use its procurement and contracting process to enhance and extend education reach and offerings of cultural organizations to ensure continued and expanded access to their programs by economically or geographically underserved populations; and

Now, therefore, in consideration of the promises, covenants, and agreements provided herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which the City will pay for, and the Contractor will provide, cross-cultural programming services.

2. Scope of Work and Eligible Expenditures. The Contractor shall use the funds provided herein only to pay for the cross-cultural programming services described more particularly in the Scope of Work at **Attachment A (the “Work”)**, and incorporated herein by this reference and/or to reimburse for the categories of eligible expenditures described in **Attachment B (“Eligible Expenditures”)**, also incorporated herein by this reference. No City funds may be used for expenses reimbursed by any other source of funds, public or private.

3. Completion; Termination Date. The event(s) or activity/activities programmed by Contractor pursuant to Attachment A must be scheduled for completion no later than the Termination Date of this Agreement. The Termination Date of this Agreement shall be _____.

4. Payment; Compensation.

4.1 Not-to-Exceed Amount. Total compensation by the City to the Contractor under this Agreement shall not exceed \$ _____ unless modified by a written amendment to this Agreement in compliance with Section 23.

4.2 City's First Payment. It is anticipated by the Parties that contractor will incur some up-front costs to deliver the Event described in Contractor's Work. To mitigate the potential for financial hardship on the part of the Contractor, the City shall make its First Payment to Contractor within _____ working days after the Effective Date of this Agreement. The First Payment shall be one-third of the Not-to-Exceed Amount. Contractor shall submit copies of invoices, rate sheets, price quotes, if any, that Contractor has received from vendors or suppliers of goods or services that Contractor has procured or will procure for this Agreement's Work.

4.2.1 First Check-In Meeting. Within _____ working days of receipt of the City's First Payment, Contractor shall meet with the City Representative for at least a one-hour check-in regarding the progress of Contractor's Work ("First Check-In Meeting").

4.3 City's Second Payment. Within _____ working days after the City Representative and the Contractor have had their Check-In Meeting and after Contractor has provided the City with marketing materials advertising the date and describing the event or activity that the Contractor will program and produce, the City shall make a Second Payment. The Second Payment shall be the second one-third of the Not-to-Exceed Amount.

4.3.1 Second Check-In Meeting. Within _____ working days after the event/activity produced/delivered by Contractor, the Contractor shall meet with the City Representative for at least a one-hour post-event check-in ("Second Check-In Meeting").

4.4 City's Final Payment. Within _____ working days after the Second Check-In Meeting and after Contractor has provided the City with a "Report on Event" along with proof of expenses incurred by Contractor for goods, supplies, or services, the City shall make a Final Payment to Contractor. The "Report of Event" means a document in a form that the city will provide. The Report of the Event shall be signed by Contractor's authorized signatory and include confirmation that the event took place. The City's Final Payment shall equal the last one-third of the Not-to-Exceed Amount.

4.5 Contractor's Payment Address. The City's First, Second and Final Payments will be mailed to Contractor's Payment Address as follows:

4.6 City Representative. The Contractor shall submit marketing materials, the Report of Event, and proof of costs incurred by the Contractor, to the City Representative, attention _____ at the following address:

Payment of compensation may be denied by the City in the event that Contractor fails to submit required documents or otherwise perform its obligations under this Agreement.

5. Accessibility. The Contractor agrees to make the event(s) or activity/activities programmed by Contractor pursuant to Attachment A available and open, free of charge, to all city of Bellevue residents. Contractors shall also make every reasonable effort to increase public awareness and sensitivity to persons with disabilities. The Contractor shall coordinate with the City on outreach, marketing and advertisement of such events and activities.

6. Venue for Events. The Contractor shall be responsible for ensuring that Contractor provides or procures a venue appropriate for any event/activity programmed pursuant to Contractor's Work in Attachment A.

7. Contractor's Obligations If Contractor Wishes to Use City Parks Facility as Venue.

The Contractor may choose to use compensation under this Agreement to cover the cost of renting a City parks facility for the event/activity that Contractor is programming. If the Contractor is considering using a City Parks facility for the event venue, the Contractor should promptly review information about the City's available Parks facilities posted online at <https://parks.bellevuewa.gov/rentals/indoor-rentals>, and determine whether one would be suitable and available for the event.

Demand can exceed supply of Parks facilities, and a facility may not be available if Contractor delays in making necessary arrangements. Regardless of whether the facility is a Bellevue Parks facility, the Contractor shall be solely responsible for timely reserving and securing the venue for Contractor's event/activity.

8. Responsibility for obtaining Special Use Permits. Contractor shall be solely responsible for obtaining all special permits if required for the event/activity they are holding/presenting.

8.1 Food at Facilities for Public Event. If the Contractor plans to serve food items of any kind at a City Parks facility for a public event, the Contractor must obtain a Public Health- Seattle & King County Temporary Event Permit and provide a copy of the Temporary Event Permit Application to the Parks Department in advance of the scheduled event.

8.2 Alcohol. If the Contractor plans to serve and/or sell alcohol at the event/activity, the Contractor must obtain permits in advance of the scheduled event from the Washington State Liquor & Cannabis Board and submit copies of such permits prior to the date of the scheduled event.

9. Primary Contact. Management, Supervision and Control. Contractor shall identify a Primary Contact for the event. As soon as possible, but no later than 30 days in advance of the date of Contractor's scheduled event, the Contractor shall provide to the City Representative (at the email address in Section 4) a cell phone and email contact information for the Contractor's Primary Contact. The Primary Contact

must be in attendance at the event. Contractor shall manage and supervise the event and shall be responsible for the following:

9.1 Providing adequate personnel to supervise the event so as to prevent injury to persons or damage to property.

9.2 Providing appropriate adult supervision if minors will be attending the event.

9.3 Informing attendees of relevant laws and policies, including but not limited to regulation of alcohol use (to the extent applicable to the event), prohibitions against smoking, and fire protection, and nondiscrimination.

9.4 Complying with all state laws and regulations governing alcohol service and consumption (to the extent applicable to the event).

9.5 Providing timely intervention to stop unsafe conduct that comes to the attention of Contractor.

9.6 If Contractor uses a City facility for the event, Contractor must ensure that its staff, vendors, and guests comply with the City's rules of conduct and other rules governing use of City facilities.

10. Security. The Contractor shall be responsible for providing security adequate and appropriate for the event that Contractor is holding/presenting.

11. Event Marketing and Publicity. Acknowledgment of City's contribution.

11.1 Event Marketing. Contractor shall publicize the event/activity well in advance of the date the event is scheduled. Contractor shall be responsible for marketing the event with the goal of attracting diverse attendees. Contractor shall provide the City meaningful opportunity to review the marketing materials in advance of publication by submitting such materials to the City Representative at the address in Section 4.

11.2 Acknowledgment. Contractor must acknowledge the City of Bellevue's support, at a minimum, in marketing materials publicizing the event/activity, and through signage visible to the public. Contractor must use the flyer template provided by the City to market their event/activity. Contractor shall not use the City of Bellevue logo unless the Contractor has obtained the City Representative's written approval of Contractor's marketing materials for the event and has received written permission to use the City of Bellevue logo for a specific and limited purpose. The City will provide guidance regarding the City's standards for use of the City of Bellevue's logo.

12. Hold Harmless and Indemnification. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments and/or awards or damages, arising out of, or in any way resulting from, the acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement. The Contractor's indemnification obligations shall survive the termination of this Agreement.

13. Compliance with Federal, State, and Local Laws. The Contractor shall comply with all laws of the U.S., the State of Washington, and the City of Bellevue in the performance of this Agreement.

14. Independent Contractor. No Employment Relationship. The relationship of Contractor to the City due to this Agreement shall be that of an independent contractor. Neither Contractor nor any of Contractor's employees, volunteers, subcontractors, or agents performing services under this Agreement shall be considered to be an employee of the City. The City shall have neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. This Agreement prohibits the Contractor from acting as an agent of or legal representative of the City.

15. Conflict of Interest. No official, employee, or agent of the City who exercises any functions or responsibilities in connection with procurement of this Agreement's Work shall have any personal financial interest, direct or indirect, in the Agreement.

16. Non-Discrimination. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, religion, color, national origin, sexual orientation, or the presence of any sensory, mental, or physical handicap.

17. Maintenance of Records; Audits; Public Records Act. Contractor shall maintain accurate written records, including accounting records such as invoices, receipts, and other proof of payment, books of accounts, documents, data, and other evidence that reflects Contractor's costs incurred.

17.1 Records Retention and Audits. The Contractor shall retain all records related to this Agreement for a period of six (6) years following receipt of City. These records shall be subject at all reasonable times to inspection and review by the City, and to an audit by the Office of the Washington State Auditor, and officials authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period provided above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

17.2 Public Records Act. All information obtained in connection with the City's or State's inspections of records, as well as all information submitted to the City, may be or become subject to public inspection and/or reproduction as public records under the Public Records Act, Chapter 42.56 RCW.

18. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any lawsuit arising under this Agreement shall be King County Superior Court.

19. Severability. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

20. Complete Agreement. This Agreement sets forth the complete expression of the agreement between the parties and any oral representations or understandings not incorporated herein are excluded.

21. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

22. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the City.

23. Modification. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by both parties.

24. Termination. If the Contractor fails to fulfill its obligations under this Agreement, the City may terminate the Agreement upon 30 days' written notice to the Contractor. If termination occurs through no fault of Contractor, the City shall pay Contractor for Contractor's services performed prior to termination. The City shall also pay for reimbursable expenses that fall under the category of "Eligible Expenditures" listed in Attachment B; provided, however, payments to the Contractor shall not exceed the not-to-exceed amount in Section 4.

25. Notices. All notices under this Agreement shall be in writing and delivered by both U.S. Mail and by email to the following addresses (or such other addresses as either party may designate to the other in writing). Notices shall be deemed received three days from posting by U.S. Mail or upon email receipt acknowledgment whichever occurs first.

Notice Contact for Contractor:

Name: _____
Street Address: _____
Email: _____

Notice Contact for City of Bellevue:

Name: _____
Street Address: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and it shall be effective as of the last date written below:

Contractor:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

City of Bellevue Signature Page

City of Bellevue, a Washington municipal corporation

Printed Name: _____
Signature: _____
Title: _____
Date: _____

Approved as to form by:

Assistant City Attorney

Attachment A
SCOPE OF WORK

Attachment B

Eligible Expenditures

(Categories)

1. Staff time expended on the Work covered by this Agreement (cross-cultural programming services).
2. Cost of renting/value of space rental to deliver event(s) covered by this Agreement.
3. Goods and other supplies purchased or rented for the purpose of delivering the Work.
4. Cost of labor/services procured for the purpose of delivering the Work.