



**CITY OF
BELLEVUE**

Special Event Funding Agreement

THIS AGREEMENT is made and entered into this [DAY] day of [MONTH] 2025 ("Effective Date") between the City of Bellevue ("the City") and [GRANTEE] ("the Grantee"), each of which may be collectively referred to as the "Parties."

- I. **Special Event.** [GRANTEE] is organizing an event at [LOCATION] for [TITLE OF EVENT] on [DATE] (the "Event"). This Event will be open to the public and provide inclusive, community-focused programming to support cultural and economic vitality by activating public space and strengthening community connections.
- II. **Funding for the Event.** The City will provide up to a maximum amount of xxxx Dollars and No Cents (\$XXX.XX) of funding to be used toward the Event as outlined in this Agreement and further defined in [Attachment A]. The City shall issue payment payable to [GRANTEE] upon receipt and approval of an invoice submitted by [GRANTEE] after completion of the Event.
- III. **Eligible Expenses.** City funds may only be used toward actual costs for hosting the Event. Such expenses include food and/or beverage (excluding items containing intoxicants), tents/booths, rental fees, lighting, staging, entertainment, community activities, and other programming which is free and open to the public. Any costs not otherwise stated herein shall be reviewed and approved by the City prior to the Event.
- IV. **Recognition.** In its marketing and promotional materials for the Event, [GRANTEE] shall provide recognition of the City of Bellevue, including logo placement, as requested by the City.
- V. **Post Event Reconciliation.** Following the Event, [GRANTEE] shall submit a report of actual expenditures with supporting documentation (e.g. invoices, receipts), as well as a summary of key metrics (e.g. number of attendees participating or engaged, number of vendors supported, etc.) for the Event. This shall constitute the Grantee's invoice for payment. If the actual expenditures are less than the City funds provided for the Event, the unspent funds remain in the control of the City and [GRANTEE] is entitled only to approved grant funds in the amount expended for the event.
- VI. **Indemnity.** Both Parties shall protect, defend, indemnify and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either Party's negligent acts or omissions in performing their obligations under this Agreement. The Parties agree that they are fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of

their employment as such, as they are for the acts and omissions of the Parties' own employees and agents. The Parties agree that their obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of their employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of both Parties immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Parties only, and only to the extent necessary to provide the Parties, their officers, employees, and agents with a full and complete indemnity of claims made by the Parties employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence.

Grantee will indemnify, defend, and hold the City (and its elected officials, officers, employees, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

The provisions of this section shall survive the expiration or earlier termination of this Agreement.

VII. Insurance. [GRANTEE] shall maintain insurance that is sufficient to protect the Grantee's business against all applicable risks, as set forth in Attachment "B". GRANTEE will cause the indemnified parties, as described above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. [GRANTEE] will provide the City with certificates of insurance and other supporting materials as the City reasonably may request to evidence the Grantee's continuing compliance with this Section.

VIII. Discrimination and Compliance with Laws

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. [GRANTEE] consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement and agrees not to commence or prosecute any action or

proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

- b. [GRANTEE] agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
- c. [GRANTEE] shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Bellevue City Code 4.28.170.

IX. Miscellaneous

- a. Term. This Agreement shall commence upon the later of the dates of execution by the parties to this Agreement and shall continue in full force and effect until Post Event Reconciliation has been completed, with all invoices submitted for the City's review and payment no later than November 30, 2025.
- b. The director of the Community Development Department, or their designee, shall be the City's representative, and shall coordinate all communications and review and approve all invoices, under this Contract.
- c. Nothing in this Agreement modifies or alters the City's role as the jurisdiction with permitting and regulatory authority over the Event. Acceptance of this grant does not guarantee the success of any permit application submitted by [GRANTEE].
- d. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and [GRANTEE] agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- e. Non-waiver. Any failure by a Party to enforce strict performance of any provision of this Agreement will not constitute a waiver of such Party's right to subsequently enforce such provision or any other provision of this Agreement.
- f. No Assignment. Neither the Agreement nor any of the rights or obligations of [GRANTEE] arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding

upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

- g. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- h. Future Support. By signing this Agreement, [GRANTEE] understands that the City will not provide any further financial support once the Event is completed, nor does this Agreement represent any promise of future support.
- i. By signing this Agreement both parties agree to be bound to the terms and conditions stated in this Agreement.
- j. Amendments. This Agreement may only be amended by mutual written consent of the parties.
- k. Authority of Signatory. Any individual signing this Agreement on behalf of [GRANTEE] represents and warrants that such individual has authority to do so and, upon such individual's execution, that this Agreement shall be binding upon and enforceable against [GRANTEE].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date affixed to their signatures.

CITY OF BELLEVUE

BY: _____
PRINT: JESSE CANEDO
ITS: CHIEF ECONOMIC DEVELOPMENT OFFICER

DATE: _____

[GRANTEE]

BY: _____
PRINT: [NAME OF PARTNER SIGNER]
ITS: [ROLE OF SIGNER]

DATE: _____



CITY OF BELLEVUE

Approved as to form:

Courtney Popp
City of Bellevue Assistant City Attorney



CITY OF BELLEVUE

Attachment "A" Scope of Funding Agreement

1. The Services

1.1 General Description:

City will reimburse the Grantee for the eligible costs described in the Community Programming Fund solicitation (Exhibit 2) for work associated with project description here as described in the grant proposal (Exhibit 1) and enumerated in this Agreement:

Describe the funded project in detail using language from grantee's application.

1.2 Term of Agreement:

The Grantee will complete all work contemplated in this Agreement and submit all final required documentation for reimbursement no later than November 30, 2025, or at an earlier date as requested by City staff to allow adequate processing time prior to the City's fiscal year-end close.

Grantee will meet 2 weeks prior to event with City staff to review project progress, and will submit invoices within 30 days of project or event conclusion for the City's approval and reimbursement as feasible depending on the project schedule.

1.3 Deliverables:

Grantee will produce the below described deliverable(s) within the stated timeline(s). Any alterations to the timeline or scope of the funded project must be submitted to the City for approval prior to alterations of this schedule. Changes made without the City's prior approval may not be reimbursable.

DELIVERABLE	TIMELINE/DUE DATE	EXPECTATIONS
Confirm event date and location in eligible location in City of Bellevue	By July 15, 2025	Submit confirmation of the date, time and location within the Grand Connection corridor. Include documentation of any required approvals or permits.
Secure use of venue and associated permits	By July 30, 2025	Confirm venue reservation and obtain any necessary approvals or permits.

Promote event and share promotional materials	At least two weeks before event	Share any digital flyers, social media graphics, or promotional content used to advertise the program. All materials must include the CPF logo.
Host event	Summer 2025	Host event as described in the grant proposal.
Submit final invoice and summary report	Within 30 days of event	Submit final invoice(s) along with a brief post-event summary, including attendance and participant feedback.

1.4 Designated Personnel:

Grantee's main point of contact at the City will be **Emily Sherman** or such other personnel as the City may designate from time to time.

All project communication, invoices, and documentation should be routed to the City's Program Manager as follows:

Emily Sherman or Anthony Gill
City of Bellevue – Community Development
 450 110th Ave NE
 Bellevue, WA 98009-9012

GRANTEE's communication should be routed to:

Name and/or TITLE
[GRANTEE]
Address

2. Compensation

Grantee will submit invoices and supporting documentation within 30 days of the final event, or as otherwise requested by the City, for completed work in a total amount not to exceed **xxxx Dollars and No Cents (\$XXX.XX)**.

There is no renewal option or guarantee of funds for this grant award. If the Grantee does not complete project work or submit reimbursable expenses amounting to the full award of funds by the project deadlines established in this document, any unexpended funds remain with the City.



City of Bellevue

Attachment "B" **Insurance Requirements**

Grantee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Grantee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by Grantee. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than \$ 1M per occurrence/ \$ 2M annual aggregate.
- Business Automobile Liability Coverage. Stop Gap/Employer's Liability coverage with limits not less than \$ 1M per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:

Self-insured retentions must be declared to the City in writing.

D. Other Provisions:

1. Commercial General Liability policies must be endorsed to:
 - a. Include the City, its officials, employees and volunteers as additional insureds,
 - b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Grantee or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurer's notification to that effect.

E. Acceptability of Insurers:

Insurance shall be placed with Insurers with an AM Best rating of A:VII or higher.

F. Verification of Coverage:

Grantee shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Grantee shall require subcontractors to provide coverage which complies with the requirements stated herein.