

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: Washington State Arts Commission

Project Name/Description: FY14 Grants to Organizations – for Arts-A-Glow

Contract Amount: \$ 1,904.00

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done <input type="checkbox"/> Consulting/Services (Non-Engineering)	<input type="checkbox"/> Construction/Public Works <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> Human Services/Arts & Culture <input checked="" type="checkbox"/> Other: Grant <input type="checkbox"/> Contract Amendment to Contract No. _____
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Is this contract authorized in the current year's budget? Yes No

If budgeted, list Fund/Dept.: _____

Page # in Budget: _____ Budget line item amount: \$ _____

BARS Account Number: 001-00-334-45-02-000

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: Gina Kallman Date: _____

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval _____ Date: _____

Legal Dept. Directions/Approval: _____ Date: _____

- Review insurance
- Review by City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: _____ Date: _____

- Review contract budget/administrative review.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

Contract File Checklist:

- W-9 Taxpayer ID Form
- Burien Business License # _____
- Insurance Certificate
- Bids, if applicable N/A
- Contract Fully Signed



STATE OF WASHINGTON

WASHINGTON STATE ARTS COMMISSION

711 Capitol Way S, Suite 600, PO Box 42675 Olympia, WA 98504-2675
(360) 753-3860 • FAX (360) 586-5351

August 26, 2013

TO: Recipients of **Grants to Organizations** Funding

FR: Christel Ratliff, Program Coordinator
Grants to Organizations

RE: *Countersigned Contract*

Enclosed is the countersigned copy of your contract with the Washington State Arts Commission. It is your responsibility to read and understand the terms of this legally binding document.

- You must provide the Grants to Organizations (GO) office with timely notification of any changes that occur with your grant contact person, or with mailing address, phone numbers, email, etc.
- Remember that your Final Report for this project is due on August 1, 2014. Please put this on your planning calendar. The report form will be available on the ArtsWA website <http://www.arts.wa.gov/grants/projects-and-partners#final-reports-> after January 2014.
- ArtsWA reserves the right to require a 10% penalty deducted from any future grant upon failure of the grantee to submit the Final Report form by the deadline. Failure to submit Final Reports in a timely and reasonable manner may result in the denial of eligibility of future applications.
- To ensure that the Washington State Arts Commission has accurate information concerning your grant, you must submit any changes regarding this application in writing to be approved in advance by ArtsWA. Written notification is also required if you cancel the project or if partially funded projects cannot be completed as described in the application.

Feel free to contact Christel Ratliff at 360.586.0026, email at christel.ratliff@arts.wa.gov or Grants to Organizations Manager Mayumi Tsutakawa at mayumi.tsutakawa@arts.wa.gov if you have questions.

Enc: Copy of Contract FY2014

WASHINGTON STATE ARTS COMMISSION
Grant Contract

Program: Project Support – Level B – Midsize Arts Organizations FY14
Contract No. 2014106

THIS CONTRACT is made and entered into by and between the **WASHINGTON STATE ARTS COMMISSION**, 711 Capitol Way S, Suite 600, PO Box 42675, Olympia, WA 98504-2675 hereinafter referred to as the **COMMISSION**, and

Name:	<u>City of Burien</u>
Physical Address:	<u>14700 6th Ave SW</u> <u>Burien, Washington 98166</u>
Mailing Address:	<u>14700 6th Ave SW</u> <u>Burien, Washington 98166</u>
Phone No:	<u>206-391-6605</u>
Web Site:	<u>www.burienwa.gov</u>
Washington State UBI:	N/A
Federal Employee ID:	<u>91-1576144</u>
DUNS:	<u>135822690</u>
Social Security Number:	N/A

hereinafter referred to as the **CONTRACTOR**.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

A. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which the **COMMISSION** provides a grant to the **CONTRACTOR** for the purpose of developing, sponsoring, promoting or administering an activity, project or program which is related to the conservation and development of artistic resources of the State of Washington. RCW 43.46 provides the statutory authorization for making the grant. The funding is administered under WAC Title 30.

B. DESCRIPTION OF THE ACTIVITY, PROJECT, OR PROGRAM

CONTRACTOR shall use funds provided under this Contract No. **2014106** solely for the grant proposal funded through the Project Support for Midsize Arts Organizations for FY14 as described in Attachment A: Scope of Work.

C. AMOUNT OF GRANT

Total amount provided under this contract: **ONE THOUSAND NINE HUNDRED FOUR AND 00/100 Dollars (\$1,904.00)**

1. The Commission provides State Funds in the amount of **ZERO AND 00/100 Dollars (\$0.00)** to the **CONTRACTOR**.
2. The Commission provides Federal Funds in the amount of **ONE THOUSAND NINE HUNDRED FOUR AND 00/100 Dollars (\$1,904.00)** to the **CONTRACTOR**.

Applicable only if Contract includes Federal Funds:

Federal Catalog of Domestic Assistance No:	45.025
Federal Grant No:	12-6100-2022

3. CONTRACTOR agrees to match this grant with cash and/or in-kind resources equal to or greater than the total funds provided by the COMMISSION.
4. Payments will be made in accordance with the payment schedule set forth in Attachment B.

D. CONTRACT PERIOD

Funds are awarded for the period beginning August 15, 2013 to June 30, 2014. The CONTRACTOR must expend all funds by the ending date of this contract. The CONTRACTOR shall notify the COMMISSION immediately in writing if any portion of the funds will not be expended by the end of the fiscal year.

E. CONTRACT REPRESENTATIVES

The following shall be the contact persons for all communications and billings regarding the performance of this Contract. Either party shall provide written notification to the other of changes in contract representation.

CONTRACTOR's Contract Representative:	COMMISSION's Contract Representative
Name: <u>Gina Kallman</u> and Title: <u>Cultural Arts Supervisor</u> Org. Name: <u>City of Burien</u> Address: <u>14700 6th Ave SW</u> <u>Burien, Washington 98166</u>	Name: <u>Christel Ratliff</u> and Title: <u>Program Coordinator</u> Org. Name: <u>Washington State Arts Commission -</u> <u>Grants to Organizations</u> Address: <u>PO Box 42675</u> <u>Olympia, WA 98504-2675</u>
Phone: <u>206-391-6605</u> E-Mail: <u>ginak@burienwa.gov</u>	Phone: <u>(360) 586-0026</u> E-Mail: <u>christel.ratliff@arts.wa.gov</u>

F. LIMITATION OF AUTHORITY

The COMMISSION's Agent shall be the Executive Director of the Washington State Arts Commission. Only the COMMISSION's Agent shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. The Agent may delegate this authority, but such delegation is effective only if in writing. See General Terms and Conditions for Contract Amendment or Modification procedures.

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract shall be subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- Attachment A: Scope of Work and Reporting Requirements
- Attachment B: Payment Schedule
- Attachment C: General Terms and Conditions
- Attachment D: Invoice Voucher
- Attachment E: National Endowment for the Arts General Terms and Conditions for Federal Funding

H. INSURANCE

Automobile Liability: In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, the CONTRACTOR shall require the owner or driver of the automobile to provide automobile liability insurance. The minimum limit for automobile liability is: \$100,000/\$300,000 bodily injury and \$100,000 property damage.

I. ENTIRE CONTRACT

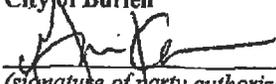
This Contract including all attachments contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

J. FINAL REPORT

The CONTRACTOR shall provide a Final Report to the COMMISSION within 30 days following the Contract Period ending date. All Final Report materials must be submitted through the COMMISSION's Grants Online System at <http://wsac.culturegrants.org>.

THIS CONTRACT is executed by the persons signing below who warrant that they have authority to execute this contract.

City of Burien



(signature of party authorized to sign for CONTRACTOR)

Gina Kallman

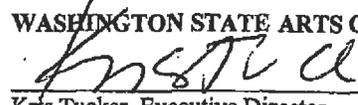
(printed name of signatory)

Cultural Arts Supervisor

(printed title of signatory)

Date: 8/19/2013

WASHINGTON STATE ARTS COMMISSION



Kris Tucker, Executive Director

Date: 8-23-13

APPROVED AS TO FORM:

(Signature of Kathryn Wyatt, Assistant Attorney General, State of Washington, July 11, 2013 on file in fiscal office)

GRANT CONTRACT - ATTACHMENT "A"
Scope of Work and Reporting Requirements

Program: Project Support – Level B – Midsize Arts Organizations FY14
Contract No. 2014106

CONTRACTOR: City of Burien The CONTRACTOR agrees that funds shall be received solely for the services and/or reimbursements described here below:

Project Support assistance with:

Arts-A-Glow is a lantern festival held in September. The event includes lantern making, artist installations, performers, and a lantern procession. We are looking for grant support to help bring more professional artist and community created installations to the event. \n\nThe intent of this event has been to bring a unique arts experience to all aspects of the Burien community.\n\n\n

Event Announcement and Documentation:

The CONTRACTOR must provide to the Grants to Organizations office of the COMMISSION, any public announcement, press release, or other direct mail or electronic mail announcement of the event(s) funded under this contract. The CONTRACTOR will mail such public announcements to:

Grants to Organizations
Washington State Arts Commission
PO Box 42675
Olympia, WA 98504-2675.

Final Report Obligations:

Every grant recipient must submit a Final Report to the Washington State Arts Commission's Grants to Organizations, 30 days following the contract ending date; this is a contractual obligation for the grant. The completed form must be received by the Washington State Arts Commission (ArtsWA), Grants to Organizations, by 5:00 P. M., August 1, 2014 . Final Report Materials must be submitted through the COMMISSION's Grants Online System <http://wsac.culturegrants.org>.

Final Report Penalty:

Grant recipients that do not submit Final Reports by the **August 1, 2014** deadline will have a **10% penalty** deducted from any future grant from Grants to Organizations.

Contacting Legislators:

The Washington State Arts Commission's grant programs are made possible by appropriations from the State of Washington and the National Endowment for the Arts. It is important that legislators hear about the public benefit provided by ArtsWA's grant funds. For this reason, grant recipients are required to submit a copy of at least one letter to a state senator or state representative as part of their Final Report. If you are not sure who these elected officials are, or need their contact information, go to <http://app.leg.wa.gov/districtfinder>.

Logo Credit:

ARTSWA

WASHINGTON STATE
ARTS COMMISSION



NATIONAL
ENDOWMENT
FOR THE ARTS

Recipients of grants and programs are asked to credit ArtsWA in promotional communications about the grant. The ArtsWA logo may be downloaded from the website: www.arts.wa.gov. If your grant includes federal funding (which would be stated on page 1 of your contract), you are also obligated to credit the National Endowment for the Arts (NEA) in the same manner as ArtsWA. NEA logos are downloadable at www.arts.gov.

GRANT CONTRACT - ATTACHMENT "B"
Payment Schedule

Program: Project Support – Level B – Midsize Arts Organizations FY14
Contract No. 2014106

CONTRACTOR: City of Burien

The CONTRACTOR agrees that funds as awarded in section (1) of the CONTRACT and in consideration of section (2) of the CONTRACT, will be paid to the CONTRACTOR by the COMMISSION in consideration of the following terms and conditions:

1. No funds will be paid to the CONTRACTOR in advance of the contract starting date stated in section D of the CONTRACT;
2. Payments will be made after the expenses for which COMMISSION funds were committed have been incurred;
3. All requests for payment shall be on the form of voucher set forth in Attachment D.
4. You have the option of obtaining your grant payments via direct deposit through the Department of Enterprise Services. The necessary forms are downloadable from www.arts.wa.gov/grants/grants-resources.
5. The COMMISSION will make payment to the CONTRACTOR within 30 business days of receipt of a properly completed invoice, which shall include documentation of authorized expenses.
6. The schedule for payment is as follows:

Month/Year	Amount
September 7, 2013 or upon project completion	\$1,904.00
TOTAL AWARD	<u>\$1,904.00</u>

GRANT CONTRACT - ATTACHMENT "C"
General Terms and Conditions

Program: Project Support – Level B – Midsize Arts Organizations FY14
Contract No. 2014106

CONTRACTOR: City of Burien

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A. HEADINGS AND DEFINITIONS

DEFINITIONS - As used throughout this Contract, the following terms shall have the meaning set forth below:

"COMMISSION" shall mean the Washington State Arts Commission, any division, section, office, unit or other entity of the Commission, or any of the officers or other officials lawfully representing that Commission.

"AGENT" shall mean the Executive Director, Washington State Arts Commission, and/or the delegate authorized in writing to act on his/her behalf.

"CONTRACTOR" shall mean that firm, provider, organization, individual or other entity that has been awarded a grant of funds under this Contract, and shall include all employees of the CONTRACTOR.

"NEA" shall mean the National Endowment for the Arts.

"SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

HEADINGS - Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

B. GENERAL CONTRACT TERMS

AMENDMENTS OR MODIFICATION - This Contract may be amended or modified only by mutual consent of the COMMISSION and CONTRACTOR. To be effective, any amendment or modification must be in writing, signed by all parties, and attached hereto. No oral understanding or agreement binds the parties.

CONFORMANCE - If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

ORDER OF PRECEDENCE - The items listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State statutes and regulations including applicable Federal and State Executive Orders.
2. Special Terms and Conditions of this Contract, including
 - a. Scope of Work and Reporting Requirements
 - b. Modifications to the General Terms and Conditions
3. General Terms and Conditions
4. NEA General Terms and Conditions if Federal funds are committed by this Contract.
5. All other attachments or material incorporated by reference.

SEVERABILITY - If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

WAIVER OF DEFAULT OR BREACH-- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach shall not be construed to be a modification of the terms of the Contract.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

COVENANT AGAINST CONTINGENT FEES - The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or a bona fide established agent maintained by the CONTRACTOR for the purpose of securing business. The COMMISSION shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INDEMNIFICATION – To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the State of Washington, including the COMMISSION and all officials, agents, employees of the State from and against any liability, damages, claims, suits and/or expenses arising out of or resulting from performance of this Contract, including, but not limited to, injury to persons or property, failure to follow applicable law, acts that are libelous or slanderous, and the violation or infringement of any copyright, patent, trademark, trade name or unfair trade practice law. The CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees. The CONTRACTOR shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the CONTRACTOR.

INDEPENDENT CAPACITY OF CONTRACTOR This Contract creates an independent contractor relationship. The CONTRACTOR and its employees or agents performing under this Contract are not employees or agents of the COMMISSION or the State of Washington. The CONTRACTOR and its employees or agents will not hold themselves out as nor claim to be officers or employees of the COMMISSION or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such an officer or employee under law. The COMMISSION shall not control or otherwise supervise the manner in which this Contract is performed.

NONASSIGNABILITY – The CONTRACTOR shall not assign this Contract, any rights or obligations under this Contract, or any claim arising under this Contract without prior written consent of the COMMISSION.

PUBLICITY/ACKNOWLEDGEMENTS – The CONTRACTOR shall acknowledge the COMMISSION in all printed or oral material and announcements, including in-person interviews with audio, video, or print journalists, which result from this Contract, as follows: "This program is supported, in part, by a grant from ArtsWA (the Washington State Arts Commission)."

REPRODUCTION - The CONTRACTOR relinquishes to the State and its assigns royalty-free, irrevocable, non-exclusive license to make photographic or graphic reproductions or otherwise use data and copyrightable materials that result from this Contract, provided that such use or reproduction shall be only for government purposes. Data shall include, but is not limited to, reports, documents, pamphlets, other printed matter, photographs, and sound recordings. Government purposes shall include, but are not limited to, (1) internal documents such as memoranda and (2) public releases such as advertising, brochures, media publicity and catalogs or other similar publications, social media or other electronic communications, provided that the author or artist is credited. All reproductions of copyrightable material by the State in public releases shall contain a credit to the author or artist where applicable.

SERVICES WITHIN WASHINGTON - The CONTRACTOR agrees that no funds under this Contract will be used for activities or services outside the State of Washington, without prior authorization of the COMMISSION.

D. COMPLIANCE WITH LAWS, RECORDKEEPING, AND INSPECTION

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CRF Part 35. – The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodation, state and local government services, and telecommunications.

COMPLIANCE WITH APPLICABLE LAW. The CONTRACTOR shall comply with all applicable and current federal, state, and local laws, regulations, and policies, including all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

In the event of the CONTRACTOR's noncompliance or refusal to comply with any applicable law or policy, the COMMISSION may rescind, cancel or terminate this Contract for cause in whole or in part. The COMMISSION also may declare the CONTRACTOR ineligible for further grant awards from the COMMISSION.

CONFLICT OF INTEREST. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMISSION may, by written notice to the CONTRACTOR, terminate this Contract if it is found after due notice and examination by the COMMISSION that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the CONTRACTOR in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the COMMISSION shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of contract by the CONTRACTOR. The rights and remedies of the COMMISSION provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

HAZARDOUS SUBSTANCES. The CONTRACTOR will defend, protect and hold harmless COMMISSION and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances as defined by state and federal law on the property covered by the project.

NONDISCRIMINATION LAWS – During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, or policies. If the CONTRACTOR does not comply or refuses to comply with nondiscrimination laws, regulations or policies, the COMMISSION may rescind, cancel, or terminate this Contract in whole or in part and may also declare the CONTRACTOR ineligible for further contracts with the COMMISSION. The CONTRACTOR shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the "Disputes" provision in this Contract.

PUBLIC DISCLOSURE/CONFIDENTIALITY – CONTRACTOR acknowledges that the COMMISSION is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the CONTRACTOR to be confidential or proprietary must be clearly identified as such by the CONTRACTOR. To the extent consistent with Chapter 42.17 RCW, the COMMISSION shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the CONTRACTOR's information, the COMMISSION will notify the CONTRACTOR of the request and the date that such records will be released to the requester unless CONTRACTOR obtains a court order enjoining that disclosure. If the CONTRACTOR fails to obtain the court order enjoining disclosure, the COMMISSION will release the request information on the date specified.

RECORDS, DOCUMENTS, AND REPORTS – The CONTRACTOR shall maintain complete financial records, including all accounts, books, records, documents, invoices and other evidence, that sufficiently and properly reflect all direct and indirect costs of any nature expenses incurred and revenues acquired under this Contract. The records must clearly show that matching expenditures, if required, are not less than the amount granted in the approved application and this Contract. The system of accounting employed by the CONTRACTOR shall be in accordance with generally accepted accounting principles, and will be applied in a consistent manner so that the project finances can be clearly identified.

These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the COMMISSION, the Office of the State Auditor, and Federal officials so authorized by law, rule, regulation, or contract. The CONTRACTOR will retain all books, records, documents, and other materials relevant to this Contract for six years after termination or expiration of the Contract, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH THE DEPARTMENT OF REVENUE - The CONTRACTOR shall complete registration, if required by law, with the Washington State Department of Revenue, P.O. Box 47450, Olympia, WA 98504-7450, <http://dor.wa.gov>. The CONTRACTOR shall be responsible for payment of all taxes due on payments made under this Contract.

RIGHT OF INSPECTION – The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the COMMISSION pertinent to the intent of this Contract, including right of entry for periodic site inspections. The CONTRACTOR shall provide right of access to the facilities and/or site of the activity, project, or program to the COMMISSION, or to any of its officers, or to any other authorized agent or official of the State of Washington or the Federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

E. FUNDING, REIMBURSEMENT AND BUDGET

ADVANCE PAYMENTS PROHIBITED - No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the COMMISSION.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TRAVEL AND PER DIEM - In the event the Contract expressly provides for the CONTRACTOR to be reimbursed for out-of-pocket expenses, the CONTRACTOR will be reimbursed for travel expenses at the State rates for mileage and per diem in effect at the time these expenses are incurred. The COMMISSION reserves the right to audit documents supporting billings made for out-of-pocket expenses.

F. TERMINATION AND DISPUTES

DISPUTES. Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing of the other according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:

1. The disputed issue(s);
2. The relative positions of the parties;
3. The CONTRACTOR's name, address and project title.

The requesting party shall mail the request for hearing to the other party within 5 working days after the parties agree that they cannot resolve the dispute. Within 5 working days of receipt of the request, the receiving party shall respond by either accepting or refusing the request for dispute resolution.

If both parties agree to a dispute hearing, the dispute shall be heard by a panel of three persons consisting of one person selected by the CONTRACTOR, one person selected by the COMMISSION, and a third person chosen by the two persons initially appointed. Any hearing under this section shall be informal, with the specific processes to be determined by the panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. Provisions of this Contract shall govern the panel in deciding the disputes. The parties shall equally share all cost associated with implementation of this process.

The decision of the panel shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that these dispute resolution proceedings shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW AND VENUE - Washington law shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper in Thurston County.

SAVINGS If any State, Federal, private, or other funding source withdraws, reduces, or limits in any way the funds appropriated for the work under this Contract prior to normal termination of the Contract, the COMMISSION may terminate the Contract without advance notice. At the COMMISSION's discretion, the parties may renegotiate the Contract under those new funding limitations and conditions. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION FOR CONVENIENCE - Either party may terminate this Contract upon 15 days' prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION OR SUSPENSION FOR CAUSE - In the event the COMMISSION determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the COMMISSION has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the COMMISSION shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within fifteen (15) days of receiving notice, the COMMISSION may terminate or suspend the Contract.

If the Contract is terminated for cause, the COMMISSION reserves the right to require the CONTRACTOR to repay all or any portion of funds paid to the CONTRACTOR prior to termination. The CONTRACTOR shall make repayment within thirty (30) days of the demand. If the COMMISSION is required to institute legal proceedings to enforce this repayment provision, the COMMISSION shall be entitled to its costs, including reasonable attorneys' fees. However, repayment shall not be the sole or exclusive remedy available to the COMMISSION. No remedy available to the COMMISSION shall be deemed exclusive. The COMMISSION may elect to exercise any single, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

G. ADDITIONAL TERMS AND CONDITIONS IF GRANT INCLUDES FEDERAL FUNDS.

APPLICATION – If federal funds are committed by this Contract, the CONTRACTOR shall abide by the following conditions.

PUBLICITY/ACKNOWLEDGEMENTS – The PUBLICITY/ACKNOWLEDGEMENT provision elsewhere in this Contract is hereby amended as follows:

“The CONTRACTOR shall acknowledge the COMMISSION and the NEA in all printed or oral material and announcements, including in-person interviews with audio, video, or print journalists, which result from this Contract, as follows: “This program is supported, in part, by a grant from the Washington State Arts Commission (now also known as “ArtsWA”) and the National Endowment for the Arts.”

Additionally, all printed materials shall display the NEA logo as per NEA General Terms and Conditions, Attachment E.

NEA GENERAL TERMS AND CONDITIONS. The NEA has awarded the federal funds committed by this Contract to the COMMISSION. The COMMISSION is obligated to the NEA to administer the funds according to the NEA General Terms and Conditions set forth in Attachment F. All Legal Requirements (Federal Laws, rules, regulations and OMB Circulars) enumerated in the NEA General Terms and Conditions apply to the CONTRACTOR. As a subgrant recipient, the CONTRACTOR shall abide by the NEA General Terms and Conditions not inconsistent with the Special and General Terms and Conditions of this Contract.