



**PROFESSIONAL SERVICES CONTRACT**

This agreement is entered into by and between the WASHINGTON STATE ARTS COMMISSION ("Commission") 711 Capitol Way S., Suite 600, PO Box 42675, Olympia, WA 98504-2675 and

Name:	<b>City of Tenino</b>
Address:	<b>149 Hodgden St S Tenino, WA 98589</b>
E-mail:	<b>jreevesrush@cityoftenino.org</b>
Statewide Vendor #:	<b>SWV0001495-00</b>

herein after referred to as CONTRACTOR.

The COMMISSION and CONTRACTOR MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

The COMMISSION and CONTRACTOR enter into this Contract for the purpose of developing, sponsoring, promoting or administering an activity, project or program which is related to the growth and development of the arts and humanities in the State of Washington. RCW 43.46 provides the statutory authorization for this Contract. It is administered under WAC Title 30.

The CONTRACTOR agrees to perform the following services for the COMMISSION:

**1) SCOPE OF WORK**

Planning, development, and hosting of 2025 Creative District Annual Convening. Activities include:

- Monthly planning and development meetings with ArtsWA staff.
- Coordinating onsite activities in Tenino for the convening.
- Coordinating with local partners, including the City of Tenino, to secure participation in conference activities.
- Coordinating guided tours for conference attendees within the Creative District.
- Coordinating with local vendors to develop programming for conference.
- Provide conference materials to conference attendees.
- Provide staff helpers during the Convening.

**2) BUDGET**

N/A

**3) PAYMENT SCHEDULE**

The COMMISSION agrees to pay the CONTRACTOR a fee not to exceed: **\$2,500.00**

Which amount is to be paid when the services are completed and the COMMISSION has received a proper invoice. The CONTRACTOR shall submit invoice on copy of form attached to this agreement and incorporated herein by the reference.

The CONTRACTOR's compensation for services rendered shall be based in accordance with the following terms and conditions:

1. No funds will be paid to the CONTRACTOR in advance of the stated start date.
2. Payment will be made upon completion of deliverables as set forth in the Scope of Work above.
3. All requests for payment shall be made using the Invoice Voucher (Form A19-1A), *Attachment "A"*.
4. The COMMISSION will make payment to the CONTRACTOR within 45 business days of receipt of a properly completed Invoice Voucher submitted with documentation, if documentation is applicable.

#### **4) TIME SCHEDULE**

The services covered by this agreement **begin on February 1, 2025 and end on June 20, 2025.**

#### **5) 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. 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.

#### **6) INDEPENDENT CONTRACTOR**

This Agreement creates an independent contractor relationship. The CONTRACTOR and its employees or agents performing under this agreement 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 Agreement 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.

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.

#### **7) COMPLIANCE WITH LAWS AND REGULATIONS**

The CONTRACTOR shall comply with, and COMMISSION is not responsible for determining compliance 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.

During the performance of this Agreement, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, or policies.

The CONTRACTOR shall have no mandatory individual arbitration clauses and Class or Collective

Action Waivers for Employees. The CONTRACTOR shall not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **8) SUSPENSION AND DEBARMENT**

If federal funds are used for this contract, the CONTRACTOR shall assure that, its officers, agents, SUBCONTRACTORS, and consultants shall not fund, contract with, or engage the services of any consultant, SUBCONTRACTOR, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. If requested by COMMISSION, the CONTRACTOR shall complete a Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

#### **9) AMENDMENTS**

No provision of this Agreement may be amended, modified or supplemented except in writing signed by the COMMISSION and the CONTRACTOR. The waiver of the breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

#### **10) TERMINATION FOR CAUSE**

If the COMMISSION determines the CONTRACTOR has failed to comply with the terms of this Agreement in a timely manner, the COMMISSION has the right to suspend or terminate the Agreement. Before suspending or terminating the Agreement, 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, COMMISSION may terminate or suspend the Agreement.

#### **11) TERMINATION FOR CONVENIENCE**

If the state government or other funding source withdraws, reduces, or limits in any way the funds appropriated for the work under this Agreement, the COMMISSION may terminate the Agreement for convenience without advance notice. The CONTRACTOR shall be reimbursed for eligible fees and expenses incurred prior to the effective date of such termination and not otherwise paid for by the COMMISSION, as the COMMISSION reasonably determines.

#### **12) INSURANCE**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, current automobile liability insurance shall be required. CONTRACTOR will waive all rights against the State of Washington for the recovery of damages to the extent they are covered by automobile liability insurance, business auto liability or commercial umbrella liability insurance. Upon request, CONTRACTOR shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington. Failure to provide proof of insurance, as required, will result in Contract cancellation.

#### **13) RECORDS RETENTION**

The CONTRACTOR shall maintain financial records that sufficiently and properly reflect all direct and indirect costs of any nature pertaining to expenses incurred and revenues acquired under this

Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the COMMISSION or the State Auditor. The CONTRACTOR will retain all books, records, documents, and other materials relevant to this Agreement for six years after termination or expiration of the Agreement, and make them available for inspection by persons authorized under this provision.

#### **14) NONDISCRIMINATION**

a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any SUBCONTRACTOR, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any SUBCONTRACTOR, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or SUBCONTRACTOR, has a collective bargaining or other agreement.

b. Obligation to Cooperate. CONTRACTOR, including any SUBCONTRACTOR, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any SUBCONTRACTOR, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, Agency may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that CONTRACTOR, including any SUBCONTRACTOR, is cooperating with the investigating state agency. In the event CONTRACTOR, or SUBCONTRACTOR, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and CONTRACTOR, SUBCONTRACTOR, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, SUBCONTRACTOR, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to CONTRACTOR or SUBCONTRACTOR, or that thereafter become due, an amount for damages CONTRACTOR or SUBCONTRACTOR will owe Agency for default under this provision.

#### **15) SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS.**

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all SUBCONTRACTORS shall report and confirm receipt of payments made to the CONTRACTOR and each SUBCONTRACTOR through Access Equity. The CONTRACTOR may contact Deane Shellman at [deane.shellman@arts.wa.gov](mailto:deane.shellman@arts.wa.gov)/360-252-9985 for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and SUBCONTRACTOR access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Agency reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, SUBCONTRACTOR means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

a. Register and enter all required SUBCONTRACTOR information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.

b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after

the Public Owner creates the Contract Record.

c. Report the amount and date of all payments (i) received from the Agency, and (ii) paid to SUBCONTRACTORS, no later than 30 days after the issuance of each payment made by the Agency to the CONTRACTOR, unless otherwise specified in writing by the Agency, except that the CONTRACTOR shall mark as "Final" and report the final SUBCONTRACTOR payments) into Access Equity no later than thirty (30) days after the final payment is due the SUBCONTRACTOR (s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

d. Monitor contract payments and respond promptly to any requests or instructions from the Agency or system-generated messages to check or provide information in Access Equity.

e. Coordinate with SUBCONTRACTORS, or Agency when necessary, to resolve promptly any discrepancies between reported and received payments.

f. Require each SUBCONTRACTOR to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the CONTRACTOR or a higher tier SUBCONTRACTOR, if applicable, through Access Equity; (iii) report payments made to any lower tier SUBCONTRACTORS, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or Agency when necessary, to resolve promptly any discrepancies between reported and received payments.

**16) ENTIRE AGREEMENT**

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

This contract is effective on: 2/1/2025

**City of Tenino**

**Washington State Arts Commission**

\_\_\_\_\_  
*Signature of party authorized to sign for CONTRACTOR)*

\_\_\_\_\_  
*Karen Hanan, Executive Director*

\_\_\_\_\_  
*(Printed name of signatory)*

\_\_\_\_\_  
*(Signature Date)*

\_\_\_\_\_  
*(Title of signatory)*

\_\_\_\_\_  
*(Signature Date)*

APPROVED AS TO FORM:

(Signature of Sharon James, Assistant Attorney General, State of Washington, December 19, 2019 on file in the fiscal office)

FORM STATE OF WASHINGTON  
**A 19-1A**   
 (Rev. 5/91) **INVOICE VOUCHER**

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
3870	107	

**AGENCY NAME**  
 Washington State Arts Commission  
 711 Capitol Way S., Ste 600  
 PO Box 42675  
 Olympia, WA 98504-2675

**VENDOR OR CLAIMANT (Warrant is to be payable to)**  
 City of Tenino  
 attn: Jessica Reeves Rush  
 149 Hodgden St S  
 Tenino, WA 98589  
[jreevesrush@cityoftenino.org](mailto:jreevesrush@cityoftenino.org)

**SWV0001495-00**

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

*Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.*

BY \_\_\_\_\_

(SIGN IN INK)

Contractor

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT	AMOUNT	FOR AGENCY USE
	2025 Creative District Convening Contract #387-CD25-007 Planning, development and hosting of Convening.	1		\$ 2,500.00	
Total Requested for this invoice				\$ 2,500.00	

PREPARED BY Korja Giles	TELEPHONE NUMBER 360-485-1106	DATE 2/3/2025	AGENCY APPROVAL	DATE
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DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF DOC.	VENDOR NUMBER	VENDOR MESSAGE	UBI NUMBER
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N E C E S S A R Y	TRANS CODE	MASTER INDEX			SUB OBJ	SUB SUB OBJ	ORG INDEX	WORK CLASS ALLOC	COU NTY BUDG ET UNIT	CITY/ TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
		FUND	APPN INDEX	PROGRAM INDEX											
		001-032-00107			CA						7CDP			2,500.00	CD25-007

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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