

PROFESSIONAL SERVICES CONTRACT

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

Name:	Seattle Children's Theatre
Physical Address:	201 Thomas Street Seattle WA 98109
Mailing Address:	same as above
Phone No:	(206) 441-3322
E-mail:	karens@sct.org
Washington State UBI No:	
Federal Taxpayer ID. No:	51-0172421
Social Security Number:	

hereinafter referred to as the "CONTRACTOR"

THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

A. PURPOSE OF CONTRACT

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.

B. SCOPE OF WORK

1. The CONTRACTOR shall provide services and otherwise do all things necessary and incidental to the performance of work as specified in Attachment A, Scope of Work.
2. Any additional services provided by the CONTRACTOR must have prior written approval of the COMMISSION.

C. PERIOD OF PERFORMANCE

1. Subject to other contract provisions, the period of performance under the contract will be from **September 18, 2014 - June 30, 2015** unless sooner terminated as provided herein.
2. Effective Date. The effective date of this contract shall be **September 18, 2014, or the date of execution by the COMMISSION, whichever is later**. CONTRACTOR shall not commence work prior to the effective date of the contract.

D. COMPENSATION AND PAYMENT

1. Amount of Compensation. Total compensation including expenses payable to CONTRACTOR for satisfactory performance of the work for the period **September 18, 2014 - June 30, 2015** under this contract shall not exceed **Forty-Two Thousand Dollars and No Cents (\$42,000.00) as follows:**

- **Thirty-Four Thousand Dollars and No Cents (\$34,000.000) in federal funds**
- **Five Thousand Dollars and No Cents (\$5,000.000) in state funds**
- **Three Thousand Dollars and No Cents (\$3,000.000) in private/local funds**

2. CONTRACTOR'S compensation for services rendered shall be based on the Payment Schedule and Terms as specified in Attachment B.

E. BILLING PROCEDURES

1. COMMISSION will pay CONTRACTOR monthly upon receipt of properly completed invoices on copy of form set forth in Attachment D: Invoice Voucher. The invoices shall describe and document to the COMMISSION'S satisfaction a description of the work performed and fees.
2. Payment shall be considered timely if made by the COMMISSION within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.
3. The COMMISSION may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

F. 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:	Karen Sharp	Name:	Lisa Jaret
Address:	201 Thomas Street Seattle WA 98109	Address:	711 Capitol Way S, Ste. 600 PO Box 42675 Olympia WA 98504-2675
Phone:	(206) 441-3322	Phone:	360-586-2418
Fax:	(206) 443-0442	Fax:	(360) 586-5351
E-Mail:	karens@sct.org	E-Mail:	lisa.jaret@arts.wa.gov

G. 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.

H. 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
- Attachment B: Payment Schedule and Terms
- Attachment C: General Terms and Conditions
- Attachment D: Invoice Voucher
- Attachment E:TAT Lab 2014-2015 Program Description FINAL

I. INSURANCE

1. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.
2. The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

- a. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000.00 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - b. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.
3. CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance, which outlines the coverage and limits, defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

J. COPYRIGHT PROVISIONS

1. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.
2. Materials mean all items in any format and include, but are not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
3. For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.
4. The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

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. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

None

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

Seattle Children's Theatre

WASHINGTON STATE ARTS COMMISSION

*(signature of party authorized to sign for
CONTRACTOR)*

Karen J. Hanan, Executive Director

(printed name and title of signatory)

Date: _____

Date: _____

APPROVED AS TO FORM:

(Signature of Susan Thomsen, Assistant Attorney General, State of Washington, December, 2003 on file in fiscal office)

PERSONAL SERVICES CONTRACT AIE2015-006 - ATTACHMENT "A"
SCOPE OF WORK

WASHINGTON STATE ARTS COMMISSION

Program: Arts in Education

Contractor: Seattle Children's Theatre

The CONTRACTOR agrees that ArtsWA's funds shall be received solely for the services and/or reimbursements described here below:

The Washington State Arts Commission (the Commission) is contracting with the Seattle Children's Theatre (SCT) to serve as the host and lead organization for the 2014-2015 Washington State Teaching Artist Training Lab (TAT Lab). The TAT Lab program for 2014-2015 is defined by the attached program description. SCT will be responsible for all logistical and financial aspects of implementing TAT Lab, including the provision of workshop space, staff for program management and support, program materials and supplies, reimbursements for participant travel expenses, and related program costs.

SCT will contract with and compensate the TAT Lab faculty and any other contracted partners, and will collect tuition payments from the TAT Lab participants and organizational sponsors. SCT's Director of Education will serve as a co-director of the TAT Lab, working in collaboration with the Commission's Arts in Education Program Manager, who will manage this contract and approve final expense reimbursement.

The Commission will reimburse SCT for TAT Lab expenses not covered by tuition income, based on the budget attached to this contract. Costs covered by this contract will include TAT Lab contractors, participant travel, administrative support, program supplies and materials. Fees paid through this contract will be a minimum of \$31,000 and a maximum of \$42,000, based on a review of revised budget details and documentation of final actual expenses after the program completion in April, 2015.

The scope of work is fully described in ATTACHMENT "E", TAT Lab 2014-2015 Program Description FINAL, which is incorporated herein by reference.

PERSONAL SERVICES CONTRACT AIE2015-006 - ATTACHMENT "B"
PAYMENT SCHEDULE AND TERMS

WASHINGTON STATE ARTS COMMISSION

Program: Arts in Education

Contractor: Seattle Children's Theatre

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

CONTRACTOR may invoice the COMMISSION for services rendered and allowable expenses after successful completion of the each of the three in-person trainings, as described in the attached TAT LAB 2014-2015 Program Description document, and scheduled as follows:

<u>Date of Training</u>	<u>Date & NTE Amount of Invoice</u>
• September 18-20, 2014	Invoice after September 20, 2014; invoice amount not to exceed \$14,000.00
• November 7-8, 2014	Invoice after November 8, 2014; invoice amount not to exceed \$14,000.00
• April 9-11, 2015	Invoice after April 11, 2015; invoice amount based on a review of revised budget details and documentation of final actual expenses, not to exceed \$14,000.00

**PERSONAL SERVICES CONTRACT AIE2015-006 - ATTACHMENT “C”
GENERAL TERMS AND CONDITIONS**

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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
 - 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 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, provided that the artist is credited. All reproductions of copyrightable material by the State in public releases shall contain a credit to the artist and a copyright notice in the following form: "©(Artist's name), (date)."

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 CFR 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, 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.

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.

The CONTRACTOR shall not use or disclose any information concerning the COMMISSION, or information which may be classified as confidential for any purpose not directly connect with the administration of this Contract except (1) with prior written consent of the COMMISSION, or (2) as may be required by law.

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.

FUNDS NOT SUPPLANTING - The CONTRACTOR agrees that the funds supporting activities and services under this Contract shall not be used to supplant funds normally budgeted for services of the same type.

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 allows 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 provide 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 disputes panel shall bind the parties, unless the parties do not have the authority to perform the remedy directed by that panel or the remedy is otherwise unlawful.

GOVERNING LAW AND VENUE – Washington law shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper only 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, 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 and the National Endowment for the Arts.”

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

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 D. 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.

FORM A19-1A (REV 7/96)		STATE OF WASHINGTON AFRS INVOICE VOUCHER
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	AGENCY USE ONLY	
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
3870	001	

AGENCY NAME AND LOCATION
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)
Seattle Children's Theatre 201 Thomas Street Seattle WA 98109

INSTRUCTION TO VENDOR OR CLAIMANT: Submit the 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 BLUE INK)

 (TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Service Contract Payments to IRS): 51-0172421				RECEIVED BY:			DATE RECEIVED:
DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE	
	Payment for Arts in Education Contract AIE2015-006: TAT Lab 2014-2015				\$		
	Payment # ___ of ___: Following completion of in-person training(s) held _____.						

PREPARED BY: Lou MacMillan	TELEPHONE NUMBER: 360-586-5350	DATE: 9/5/2014	AGENCY APPROVAL:	DATE:
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DOC. DATE	PMT DUE DATE:	CURRENT DOC. NO.:	REF. DOC. NO.:	VENDOR NUMBER:	USE TAX	VENDOR MESSAGE:	UBI NUMBER:									
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER APPN INDEX	INDEX PROGRAM INDEX	SUB SUB OBJ	CA	ORG INDEX	WORKCLASS ALLOC	COUNTY Budget Unit	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
			001	020	00103	CA						4TAT				
			001	012	00103	CA						4TAT				
			001	9A0	00103	CA						4TAT				
ACCOUNTING APPROVAL FOR PAYMENT:				DATE:				WARRANT TOTAL:				WARRANT NUMBER:				