

**WASHINGTON STATE ARTS COMMISSION**

**Program: FY24 Creative District Grants**

**Contract No. 387-CD24-014**

**GRANT CONTRACT**

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:	<b>City of Olympia</b>
Address:	<b>PO Box 1967, 601 4<sup>th</sup> Ave E Olympia, WA 98507</b>
Phone No:	<b>360-480-0923</b>
Email:	<b>rhoey@ci.olympia.wa.us</b>
SWV:	<b>SWV0008653-00</b>

hereinafter referred to as the GRANTEE.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

**A. PURPOSE OF GRANT**

This Contract sets out the terms and conditions by which the COMMISSION provides a grant to the GRANTEE for the purpose of developing, sponsoring, promoting or administering an activity, project or program which is related to the conservation and development of artistic, cultural and creative resources, and / or the growth of the creative economy 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**

GRANTEE shall use funds provided under this **Contract No. 387-CD24-014** solely for the Purpose of developing, sponsoring, and administering a Creative District as certified by the COMMISSION representing the State of Washington.

**C. AMOUNT OF GRANT**

Total amount provided under this contract: **\$7,500.00**.

1. The Commission provides State Funds in the amount of **\$7,500.00** to the GRANTEE in the following disbursements:

a. Payment #1: **\$7,500.00** for the period 1/1/24-6/30/24

2. 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 **January 1, 2024 to June 30<sup>th</sup>, 2024**. The GRANTEE must expend all funds by the ending date of this contract. The GRANTEE 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.

<b>GRANTEE’s Contract Representative:</b>		<b>COMMISSION’s Contract Representative:</b>	
Name:	<b>Rich Hoey</b>	Name:	<b>Annette Roth</b>
Title:	<b>Assistant City Manager</b>	Title:	<b>Community Development Manager</b>
Org. Name:	<b>City of Olympia</b>	Org. Name:	<b>Washington State Arts Commission – Creative Districts Program</b>
Address:	<b>PO Box 1927, 601 4<sup>th</sup> Ave E Olympia, WA 98507</b>	Address:	<b>PO Box 42675 Olympia, WA 98504-2675</b>
Phone:	<b>360-480-0923</b>	Phone:	<b>360-252-9982</b>
Fax:	<b>N/A</b>		
E-Mail:	<b>rhoey@ci.olympia.wa.us</b>	E-Mail:	<b><u>annette.roth@arts.wa.gov</u></b>

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: Budget and Payment Schedule
- Attachment C: General Terms and Conditions
- Attachment D: Invoice Voucher

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. ANNUAL REPORTS

Every Creative District is required to submit annual reports by August 15<sup>th</sup> of each year in order to maintain certification as a Creative District by the State of Washington. By signing this grant contract, the Creative District agrees to submit annual reports for each year of certification as a Creative District by the State of Washington.

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

**City of Olympia**

*Rich Hoey*

\_\_\_\_\_  
(Signature of party authorized to sign for GRANTEE)

**Rich Hoey**

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

**Assistant City Manager**

\_\_\_\_\_  
(Printed title of signatory)

Date: **Jun 26, 2024**

**WASHINGTON STATE ARTS COMMISSION**



\_\_\_\_\_  
Karen J. Hanan, Executive Director

Date: **Jun 26, 2024**

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: FY24 (January 1, 2024 - June 30, 2024) Creative District Grants    Contract No. 387-CD24-0014**

**GRANTEE: City of Olympia**

The GRANTEE agrees that funds shall be received solely for the services and/or reimbursements described here below:

**Project Summary:**

**Olympia** has been recertified as a Creative District by the State of Washington. The Creative District certification is effective for the 5-year period between **6/25/24 and 6/25/29**, as specified in Chapter 30-42 WAC.

This grant, effective January 1<sup>st</sup>, 2024 to June 30<sup>th</sup>, 2024 is intended to support the development and implementation of the Creative District occurring during the contract period.

**Scope of Work:**

- Completion of Creative District recertification process, including development of 5-year strategic plan for the Olympia Creative District.

**Allowable Expenses:**

Expenses related to the formation and operation of the Creative District, including, but not limited to, salaries, benefits, and program operating costs.

**Annual Report Obligations:**

Creative District Certification is independent of this funding. Every Creative District is required to submit annual reports by or before August 15<sup>th</sup> of each year in order as well as comply with other program requirements to maintain certification in good standing as a Creative District by the State of Washington as required under Chapter 30-42 WAC.

**Logo Credit:**

Grant recipients are required to acknowledge support from the Washington State Arts Commission (ArtsWA) in all online and printed materials and announcements (including media interviews) associated with this grant as follows: “This Creative District is certified by the Washington State Arts Commission.” Whenever possible use the ArtsWA logo on any printed, promotional materials related to this grant. ArtsWA will provide the suite of logos to Creative Districts upon acceptance of this grant contract.

**ARTS**WA

---

WASHINGTON STATE  
ARTS COMMISSION

**GRANT CONTRACT - ATTACHMENT "B"**  
**Budget and Payment Schedule**

**Program: FY24 (January 1, 2024– June 30, 2024) Creative District Grant      Contract No. 387-CD24-014**

**GRANTEE: City of Olympia**

The GRANTEE agrees that in consideration of **sections A, B, and C** on page 1 of this CONTRACT, that funds as awarded will be paid to the GRANTEE by the COMMISSION with the following terms and conditions:

1. No funds will be paid to the GRANTEE in advance of the contract starting date stated in section D of the CONTRACT.
2. Grant funds can only be spent on the expenses for which COMMISSION funds were committed and described in the *Allowable Expenses* section of *Attachment "A"*.
  - a. Invoice Vouchers will be signed and returned to the COMMISSION along with the signed contract as outlined in the cover letter included with this contract. The Invoice Voucher may not be altered by the GRANTEE.
  - b. When you have completed your scope of work and are ready to be paid, e-mail [Annette Roth](#) with copies of your documentation including materials with the required documentation.

3. The budget is as follows:

Creative District Recertification Grant Funds: **\$7,500**

4. Payment Schedule:

Payment 1: **\$7,500** for the period 1/1/2024-6/30/2024

**GRANT CONTRACT - ATTACHMENT “C”  
General Terms and Conditions**

**Program: Olympia Creative District**

**Contract No. 387-CD24-014**

**GRANTEE: City of Olympia**

**TABLE OF CONTENTS**

This table of contents is for reference purposes only and shall not be considered a substantive part of this Contract.

A.	<u>HEADINGS AND DEFINITIONS</u> .....	2
B.	<u>GENERAL CONTRACT TERMS</u>	
	Amendments or Modifications.....	2
	Conformance with Law .....	2
	Order of Precedence .....	2
	Severability.....	2
	Waiver of Default or Breach.....	2
C.	<u>PERFORMANCE AND GENERAL RESPONSIBILITIES</u>	
	Covenant Against Contingent Fees.....	3
	Indemnification.....	3
	Independent Capacity of GRANTEE.....	3
	Nonassignability .....	3
	Publicity/Acknowledgements.....	3
	Reproduction .....	3
	Services within Washington.....	3
D.	<u>COMPLIANCE WITH LAWS, RECORDKEEPING AND INSPECTIONS</u>	
	Americans with Disabilities Act .....	3
	Compliance with Applicable Law.....	4
	Conflict of Interest.....	4
	Hazardous Substances.....	4
	Nondiscrimination Laws.....	4
	Nondiscrimination .....	4
	Public Disclosure/Confidentiality.....	5
	Records, Documents, and Reports .....	5
	Registration with Department of Revenue .....	5
	Right of Inspection .....	5
E.	<u>FUNDING, REIMBURSEMENT AND BUDGET</u>	
	Advance Payments Prohibited .....	5
	Funds not Supplanting .....	5
	Taxes .....	5
	Travel and Per Diem.....	5
F.	<u>TERMINATION AND DISPUTES</u>	
	Disputes.....	6
	Governing Law and Venue.....	6
	Savings .....	6
	Termination for Convenience .....	6
	Termination or Suspension for Cause .....	6
	Suspension and Debarment.....	6

**A. HEADINGS AND DEFINITIONS**

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

1. "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.
2. "Creative District" shall mean a land area designated by a local government and certified by the Commission in accordance with RCW 43.46.105 that contains either a hub of cultural facilities, creative industries, or arts-related businesses, or multiple vacant properties in close proximity that would be suitable for redevelopment as a creative district.
3. "State-certified creative district" means a creative district whose application for certification has been approved by the commission.
4. "AGENT" shall mean the Executive Director, Washington State Arts Commission, and/or the delegate authorized in writing to act on his/her behalf.
5. "GRANTEE" shall mean that Creative District Administrator or administrative entity that has been awarded a grant of funds under this Contract and shall include all designated employees of the GRANTEE.
6. "Local government" means a city, county, or town.

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 GRANTEE. 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. 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 GRANTEE 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 GRANTEE for the purpose of securing business. The COMMISSION shall have the right, in the event of breach of this clause by the GRANTEE, 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 GRANTEE 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 GRANTEE’s obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE’s agents, employees, representatives, or any subGRANTEE or its employees. The GRANTEE 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 GRANTEE.

INDEPENDENT CAPACITY OF GRANTEE This Contract creates an independent GRANTEE relationship. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the COMMISSION or the State of Washington. The GRANTEE 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 GRANTEE 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 GRANTEE shall acknowledge the COMMISSION in all online, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE'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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE as it could pursue in the event of a breach of contract by the GRANTEE. 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 GRANTEE 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 GRANTEE shall comply with all federal and state nondiscrimination laws, regulations, or policies. If the GRANTEE 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 GRANTEE ineligible for further contracts with the COMMISSION. The GRANTEE 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.

#### NONDISCRIMINATION

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.

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).

Default. Notwithstanding any provision to the contrary, COMMISSION 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 COMMISSION 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), COMMISSION 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.

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. COMMISSION 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 COMMISSION for default under this provision.

PUBLIC DISCLOSURE/CONFIDENTIALITY – GRANTEE 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 GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. 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 GRANTEE's information, the COMMISSION will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the COMMISSION will release the request information on the date specified.

RECORDS, DOCUMENTS, AND REPORTS – The GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall be responsible for payment of all taxes due on payments made under this Contract.

RIGHT OF INSPECTION – The GRANTEE 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 GRANTEE 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 GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

TRAVEL AND PER DIEM - In the event the Contract expressly provides for the GRANTEE to be reimbursed for out-of-pocket expenses, the GRANTEE 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 GRANTEE'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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE to repay all or any portion of funds paid to the GRANTEE prior to termination. The GRANTEE 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.


## **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.

**Invoice Voucher**

FORM A19-1A (REV 7/96)	 <p><b>STATE OF WASHINGTON</b> <b>AFRS</b> <b>INVOICE VOUCHER</b></p>
------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
<b>387</b>	<b>001</b>	

<b>AGENCY NAME AND LOCATION</b>
WASHINGTON STATE ARTS COMMISSION PO BOX 42675 OLYMPIA WA 98504-2675

*INSTRUCTION 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.

<b>VENDOR OR CLAIMANT (Warrant is to be payable to)</b>
City of Olympia PO Box 1957, 601 4 <sup>th</sup> Ave E Olympia, WA 98507 rhoey@ci.olympia.wa.us  SWV0008653-00

<b>X BY:</b> <i>Rich Hoey</i>	
<b>Assistant City Manager</b>	<b>Jun 26, 2024</b>
(TITLE)	(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Service Contract Payments to IRS):				RECEIVED BY:		DATE RECEIVED:
DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE
	<b>Creative Districts Grant – Olympia</b>					
	Creative District Recertification					
	Per <b>Attachment "A"</b> Scope of Work					
	Contract No: <b>387-CD24-014</b>					
	011 State Creative District Funds:				<b>\$7,500</b>	
	<b>Total Grant Awarded:</b>				<b>\$7,500</b>	
Vendor Message:						
					<b>Total:</b>	<b>\$7,500</b>

PREPARED BY: Korja Giles		TELEPHONE NUMBER: 360-485-1106		DATE: 6/3/24		AGENCY APPROVAL: <i>[Signature]</i>		DATE: Jun 26, 2024								
DOC. DATE:	PMT DUE DATE:	CURRENT DOC. NO.:	REF. DOC. NO.:	VENDOR NUMBER: <b>SWV0267282-00</b>		USE TAX:	VENDOR MESSAGE:		UBI NUMBER:							
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB OBJ	ORG INDEX	WORKCLASS	COUNTY	CITY/TOWN	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
			<b>001</b>	<b>011</b>	<b>00107</b>	<b>NZ</b>						<b>7CRD</b>			<b>\$7,500</b>	<b>CD24-014</b>
ACCOUNTING APPROVAL FOR PAYMENT:										DATE:		WARRANT TOTAL:		WARRANT NUMBER:		












# 387-CD24-014 Olympia

Final Audit Report

2024-06-27

Created:	2024-06-03
By:	Korja Giles (korja.giles@arts.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf9Fgvlh9TqTPxywvA0Lr5a34QcXr-uLM

## "387-CD24-014 Olympia" History

-  Document created by Korja Giles (korja.giles@arts.wa.gov)  
2024-06-03 - 6:54:20 PM GMT
-  Document emailed to Rich Hoey (rhoey@ci.olympia.wa.us) for signature  
2024-06-03 - 6:55:34 PM GMT
-  Email viewed by Rich Hoey (rhoey@ci.olympia.wa.us)  
2024-06-03 - 10:35:00 PM GMT
-  Email viewed by Rich Hoey (rhoey@ci.olympia.wa.us)  
2024-06-26 - 10:47:10 PM GMT
-  Document e-signed by Rich Hoey (rhoey@ci.olympia.wa.us)  
Signature Date: 2024-06-26 - 10:47:43 PM GMT - Time Source: server
-  Document emailed to Karen Hanan (karen.hanan@arts.wa.gov) for signature  
2024-06-26 - 10:47:45 PM GMT
-  Email viewed by Karen Hanan (karen.hanan@arts.wa.gov)  
2024-06-27 - 2:31:06 AM GMT
-  Document e-signed by Karen Hanan (karen.hanan@arts.wa.gov)  
Signature Date: 2024-06-27 - 2:31:14 AM GMT - Time Source: server
-  Document emailed to Annette Roth (annette.roth@arts.wa.gov) for signature  
2024-06-27 - 2:31:16 AM GMT
-  Email viewed by Annette Roth (annette.roth@arts.wa.gov)  
2024-06-27 - 5:06:27 AM GMT
-  Document e-signed by Annette Roth (annette.roth@arts.wa.gov)  
Signature Date: 2024-06-27 - 5:06:38 AM GMT - Time Source: server

✔ Agreement completed.

2024-06-27 - 5:06:38 AM GMT