

**SERVICE CONTRACT  
BETWEEN  
WASHINGTON STATE  
OFFICE OF THE SECRETARY OF STATE,  
WASHINGTON STATE LIBRARY DIVISION,  
AND  
HUMANITIES WASHINGTON**

This Service Contract (this "Contract") is made and entered into by and between the Washington Office of the Secretary of State, Washington State Library Division, P.O. Box 42460, Olympia, Washington 98504-2460, hereinafter referred to as the "OSOS," and Humanities Washington, 130 Nickerson Street, Suite 304, Seattle, WA 98109, hereinafter referred to as the "Contractor" for the express purposes set forth in the following provisions of this Contract.

**RECITAL**

Whereas, supporting education for children is a key role for public libraries. Rural and remote areas frequently lack the extra support structures that would help families aid their children who struggle in school, and

Whereas, a program called "Prime Time" is designed to serve parents/guardians and their 6-to-10-year-old children who are behind in reading and, as a result, at-risk for failure in school, and

Whereas, the state of Louisiana, Louisiana Endowment for the Humanities (LEH) is providing to Humanities Washington (HW) their copyrighted program called "Prime Time" with rural and remote communities, and

Whereas, Humanities Washington delivers this program in partnership with local libraries and elementary schools, and

Whereas, Washington State Library is partnering with Humanities Washington to provide this program through county libraries in four rural counties: Jefferson County, Clallam County, Stevens County and Pend Oreille County, which have not previously had this outreach program to families at risk, and

Whereas, the Washington State Library wants to encourage success in the program in these counties by offering support to the parents/guardians and their children as part of this collaboration, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Contractor mutually agree as follows:

**1. STATEMENT OF WORK; GENERAL TERMS AND CONDITIONS**

The Contractor shall furnish the necessary personnel and service(s) and otherwise do all things necessary for or incidental to the performance of work.

### Responsibilities of the parties

Contractor shall set up site teams at one library in each of the four counties. The counties are Jefferson, Clallam, Stevens and Pend Oreille. Each county shall have a representative designated to coordinate county activities. The site team consists of a county provided local librarian, community organizer and a preschool coordinator. Contractor shall provide a professional storyteller and a humanities scholar. Contractor and the individual counties through the designated individuals will work collaboratively to deliver the program.

The target audience for each county for the Prime Time series 15-25 families (50-75 adults and children).

Families are identified and recruited by the community organizer, an individual connected to a local elementary school partnering with the library on a Prime Time series.

Each county shall make the library site for the program in that county available. Each site will have one 90-minute session once per week for six weeks held in the evenings. Programs will be held at the following locations and times (specific times TBD):

North Olympic Library System	Port Angeles	Spring 2018
Jefferson County Library	Port Hadlock	Spring 2018
Libraries of Stevens County	Colville	Summer 2018
Pend Oreille County Library District	Newport	Summer 2018

Contractor will give each participating family three books to keep at the end of the six-week series. The curriculum will be made available in Spanish at each site if requested. Contractor will provide a full set of curriculum books to each library for use during the duration of the series.

The General Terms and Conditions (attached hereto and incorporated herein as **Exhibit A**) govern the work to be performed under this Contract, the nature of the relationship between OSOS and Contractor, and specific obligations of both parties.

## **2. PERIOD OF PERFORMANCE**

This is a sole source contract subject to RCW 39.26.140 and DES Policy # DES-140-00 that stipulates DES approval shall be made before the Contract is binding and services are performed. The period of performance (the "Contract Term") under this Contract will not be earlier than the date of DES approval, or date of execution, if later (the "Effective Date"), through August 31, 2018.

## **3. COMPENSATION AND PAYMENT**

Funding for this Contract is provided from the Library Services and Technology Act ("LSTA") originating from the Institute of Museum and Library Services.

- A. Amount of Compensation. OSOS shall pay an amount not to exceed \$20,000 for cost of license, purchase of books that the students keep upon completion of the coursework, curriculum books for each library for use during the duration of the series, and site

team stipends in support of the program. Refer to the Budget for the four program counties attached hereto and incorporated herein as **Exhibit B**.

- B. Billing Procedures. Contractor shall submit invoices to the OSOS Project Manager (as identified in Section 4 below) not more often than monthly on the following annual schedule:

For expenses	Submit by
From October 1 through June 30	July 31
From July 1 through September 30	October 31

The invoices shall describe and document to OSOS’s satisfaction a description of the work performed, the progress of the project, and fees.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Contractor must provide OSOS a Statewide Vendor Number (SWV#), and a Data Universal Numbering System Number (DUNS#). Payment cannot be made without all three numbers on file. **The Contract number S-5835 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.** Payment shall be sent to the address designated by Contractor.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

OSOS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any terms or conditions of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by OSOS.

**4. CONTRACT MANAGEMENT**

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Contract. Invoices shall be sent to the OSOS Project Manager. Should questions arise during processing of invoices send inquiries to [payables@sos.wa.gov](mailto:payables@sos.wa.gov).

<b><u>Project Manager for Contractor is:</u></b>	<b><u>Project Manager for OSOS is:</u></b>
<p><b><u>Eric Sanders</u></b>                      130 Nickerson Street, Suite 304                      Seattle, WA 98109                      Phone: (206) 682-1770 x106                      E-mail: <a href="mailto:eric@humanities.org">eric@humanities.org</a></p>	<p><b><u>Carolyn Petersen</u></b>                      Library Development                      Washington State Library                      6880 Capitol Blvd SE                      Olympia, WA 98504-0234                      Phone: (360) 570-5560; Fax: (360) 586-4996                      Email: <a href="mailto:Carolyn.petersen@sos.wa.gov">Carolyn.petersen@sos.wa.gov</a></p>

## **5. INSURANCE**

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section 5. The intent of the required insurance is to protect the state of Washington ("State"), its elected and appointed officials, agents and employees should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or subcontractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this Contract.

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

### **Business Auto Policy (BAP)**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the Office of the Secretary of State, State of Washington, its agents and employees as additional insureds on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct its insurers to give the Purchaser 30 days advance notice of any insurance cancellation.

The Contractor shall submit to OSOS, within 7 days of the Contract's Effective Date, a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the Contract, or a complete description of the self insurance program and a financial statement showing the status of the self insurance fund.

## **6. ASSURANCES**

OSOS and PCC agree that this Agreement shall be subject to and governed by the LSTA and its accompanying regulations, all applicable federal, state, and local laws, rules, and regulations, and that OSOS and PCC shall comply with all such laws, rules, and regulations, including but not limited to the following:

- a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- b. Trafficking Victims Protection Act of 2000, as amended (22 USC 7104 (g), 2 CFR Part 175.

## **7. ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable Federal and Washington State statutes, rules, and regulations  
Special Terms and Conditions as contained in this Contract
- ii. Exhibit A – General Terms and Conditions
- iii. Exhibit B – Budget
- iv. Any other provision, term, or material incorporated by reference or otherwise incorporated

## **8. ENTIRE AGREEMENT**

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed a part hereof.

## **9. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **10. APPROVAL; AMENDMENTS**

This Contract shall be subject to the written approval of OSOS's authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by written amendment executed by both parties.

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

HUMANITIES WASHINGTON

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Julie Ziegler  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Lane  
Deputy Secretary of State

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Attorney General's Office