



RSY
(N)

CLARK COUNTY STAFF REPORT

DEPARTMENT:

AS
Board of County Commissioners

DATE:

July 16, 2013

REQUEST:

Approve a grant close-out extension for the C.C. Historical Museum: Photo Archive Digitization Project until October 25, 2013.

CHECK ONE:

 X Consent CAO

BACKGROUND

RCW 36.22.170 allows the County to impose a \$1 surcharge to be used, at the discretion of the county commissioners, to promote historical preservation or historical programs, including preservation of historical documents. In order to make grant funding recommendations, the Historical Promotion Grants Program Advisory Committee (HPG) was initiated in 2006. As part of the 2013 grant program, the C.C. Historical Museum was awarded \$25, 875 for its Photo Archive Digitization Project.

The grantee must submit a Grantee Reporting Form to the grant coordinator (Senior Policy Analyst) within 90 days of receiving the grant. The grant coordinator has the discretion to extend this deadline by 90 additional days, but after that, the contract is silent. Thus, the Board of County Commissioners must approve an extension beyond the second 90 days. Because of the ongoing nature of the Photo Archive Digitization Project and the coordination and partnership with Washington State University Vancouver, staff recommends approval of this extension and a phased close-out schedule for the Museum's grant. Staff would like to break the close-out reporting forms into three distinct 90 day periods to allow the project to continue while reporting expenses and documenting expenditures.

COMMUNITY OUTREACH

None

FISCAL IMPACTS

None

ACTION REQUESTED

Approve a grant close-out extension for the C.C. Historical Museum: Photo Archive Digitization Project grant until October 25, 2013 and allow for a phased reporting schedule.

DISTRIBUTION

Clark County Auditor
Office of the County Administrator
Office of Budget
HPG Applicants



Submitted by:

AS
Axel Swanson
Senior Policy Analyst

Approved by:

AS
Clark County Board of Commissioners

July 16, 2013

SR 13713

CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

THIS AGREEMENT is made and entered into this 11 day of December, 2012, by and between Clark County, Washington, hereinafter called Grantor, and the Clark County Historical Museum, hereinafter called Grantee.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **EXTENT OF AGREEMENT.** This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; (b) Statement(s) of Work (attached hereto); and (c) application materials as submitted to the Historical Promotion Grant Program Committee.

2. **RELATIONSHIP OF THE PARTIES.** The Grantee, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of Grantor for any purpose and the employees or volunteers of Grantee are not entitled to any of the benefits Grantor provides for its employees. The Grantee will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, subcontractors, or otherwise during the performance of any Statement of Work attached hereto. Grantor shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for Grantee.

This Agreement is for the benefit of the parties; no third party beneficiary relationships are intended.

3. **INDEMNIFICATION.** The Grantee does release, indemnify, and promise to defend and save harmless Grantor, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by Grantor, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, Grantee specifically agrees to indemnify and hold harmless Grantor from any and all bodily injury claims brought by employees of Grantee and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against Grantor; provided, however, this paragraph does not purport to indemnify Grantor against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Grantor, its elected officials, officers, employees, or agents.

4. **MONITORING AND EVALUATION.** Grantee agrees to cooperate and participate in Grantor's historical promotion grant program monitoring and evaluation process. Annual monitoring and evaluation procedures and quarterly reviews may be conducted to ensure program accountability and effective use of funds. Grantee may be notified in advance of any planned monitoring and/or evaluation site visits; however, Grantor reserves the right to conduct on-site visits without prior notification to Grantee, as deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, or audit by Grantor or its designee.

5. **NON-DISCRIMINATION.**

A. Clark County is an equal opportunity employer.

B. Grantee agrees that it shall comply with all applicable federal, State, and County laws and regulations regarding non-discrimination in:

1. any terms or conditions of employment; and
2. denying an individual the opportunity to participate in any program provided by the Agreement and Statement(s) of Work through the provision of goods, services, or benefits to clients.

6. **GENERAL BUDGET PROVISIONS.** Grantee shall perform the work as outlined in the Statement of Work attached to this agreement and will only make expenditures with grant funds consistent with that document. Payment for services by Grantor to Grantee in the

CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

amount of \$25,875 shall be made in accordance with the Statement(s) of Work attached to this Agreement. Grantee shall submit a completed Grantee Reporting Form (Attachment "A") accompanied by a one page Final Project Report no later than 90 days after check issuance by Grantor.

7. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement(s) of Work, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement and/or Statement(s) of Work in the manner specified herein.

A. **Termination by Grantor for Cause.** Grantor may terminate this Agreement and/or Statement(s) of Work in whole or in part for a substantial and material breach thereof by Grantee upon ten days written notice of termination, provided that Grantor, prior to termination, shall endeavor to work with Grantee to remedy such breach, unless the breach is such that immediate termination is clearly necessary to protect the public interest. Corrective action correspondence shall be delivered by certified mail/return receipt.

B. **Termination by Grantee for Cause.** Grantee may terminate this Agreement and/or Statement(s) of Work in whole or in part for a substantial and material breach thereof by Grantor upon ten days written notice of termination.

C. **Termination and Other Grounds.** This Agreement and Statement(s) of Work may also be terminated in whole or in part by mutual written agreement of the parties.

D. In the event of termination of this Agreement, for any reason, Grantee shall return the grant proceeds to Grantor within thirty days of termination, except for that portion which is supported by documentation evidencing expenditures allowed by the Statement(s) of Work.

8. **MODIFICATION.** Either party may request changes to the Statement(s) of Work; however, no changes to the Statement(s) of Work shall be valid or binding upon either party unless such change is in writing and executed by both parties.

9. **CLOSE-OUT.**

A. Within ninety days of check issuance by Grantor, in accordance with Section 6 of this Agreement, Grantee shall submit to Grantor a completed Grantee Reporting Form (Attachment 'A' to this Agreement) and all financial, performance, and other reports required by the Statement(s) of Work, including pertinent receipts and invoices; provided, however, that said 90-day period after check issuance may be extended for up to an additional ninety days at the discretion of the Clark County Senior Policy Analyst, or his/her designee, on behalf of Grantor for good cause.

B. Grantee shall cooperate fully in any program, performance, and/or financial audit initiated by Grantor, its designee, or the State of Washington.

10. **NON-ASSIGNABILITY OF CLAIMS.** No claim arising under the Statement(s) of Work shall be transferred or assigned by Grantee.

11. **APPLICABILITY OF LAW.**

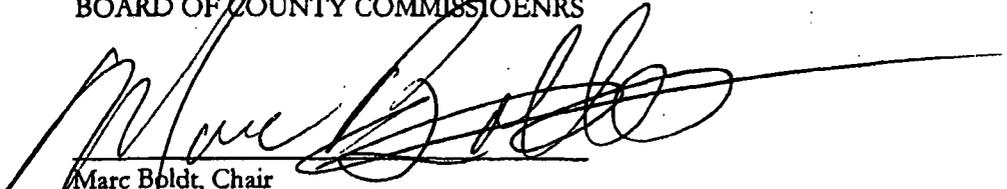
A. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Venue shall be Clark County, Washington.

CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 18th day of December, 2012.

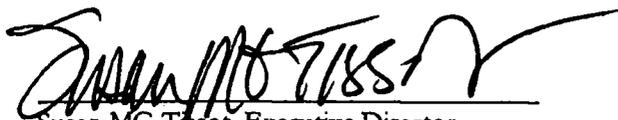
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Marc Boldt, Chair
Board of Commissioners



Clark County Historical Museum



Susan MG Tissot, Executive Director

Attest:



Rebecca Tilton, Clerk of the Board

Approved as to Form:



Bronson Potter, Deputy Prosecuting Attorney

STATEMENT OF WORK

\$25,875 has been awarded to the Clark County Historical Museum (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to Photo Archive Digitization project. The \$25,875 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the purchase of outside source labor and indirect costs (F&A) of the Photo Archive Digitization project. The labor and cost coverage will create a digitization of historical photos for the benefit of the citizens of Clark County
2. Clark County Historical Museum expenditures funded by this grant shall not exceed \$25,875.
3. Clark County Historical Museum shall submit a completed Grantee Reporting Form (Attachment 'A'), accompanied by a one page Final Project Report, and all financial, performance, and other reports pertinent to the Photo Archive Digitization project, including pertinent receipts and invoices, to the Clark County Senior Policy Analyst no later than 90 days after check issuance by Grantor (the deadline date for attachment 'A' and the Final Project Report as indicated on Attachment 'A'), and in no event after December 31, 2013; provided, however, that said 90-day period after check issuance may be extended for up to an additional 90 days at the discretion of the Clark County Senior Policy Analyst, or his/her designee, on behalf of Grantor for good cause.
4. In no event shall the Photo Archive Digitization project completion date extend past the end of calendar year 2013 unless explicitly approved by the Clark County Senior Policy Analyst on behalf of Grantor.
5. Grant funds shall not be used to pay for any purpose other than for project expenditures set forth in this Statement of Work.
6. Clark County Historical Museum understands the importance of locating and applying for other grants. During the term of this agreement, Clark County Historical Museum will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the Photo Archive Digitization project.

**HISTORICAL PROMOTION GRANTS PROGRAM SUPPLEMENTAL FORMS:
BUDGET***

**Alternatively: Attach a copy of applicant organization's budget for the current fiscal year*

Name of Project/Program: Photo Archive Digitization Project

Primary External Funding Partners For THIS Project/Program (not including Clark County):

Partner: WSU Vancouver Contact Name: Nicole Campbell Phone: 360-546-9687
 Partner: _____ Contact Name: _____ Phone: _____
 Partner: _____ Contact Name: _____ Phone: _____

The following cost information pertains **ONLY** to the project/program referenced above.

	HPG Funded	Applicant Funded	External Partner Funded	Total Cost
--	------------	------------------	-------------------------	------------

Staff Costs (aggregate):

Salaries/Wages	\$0	\$4,260	\$7,730	\$11,990
Benefits	\$0	\$0	\$0	\$0
Consultant Fees	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Total Staff	\$0	\$4,260	\$7,730	\$11,990

Materials, Supplies, Equipment Costs (itemize):

Misc Supplies	\$0	\$250	\$0	\$250
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Total MSE	\$0	\$250	\$0	\$250

Services (itemize):

Outside Source Labor	\$22,500	\$0	\$0	\$22,500
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
Total Services	\$22,500	\$0	\$0	\$22,500

Other (itemize):

Archives Spec Donation of 150 hrs	\$0		\$3,150	\$3,150
Indirect Costs (F&A)	\$3,375	\$0	\$0	\$3,375
Volunteer Staff Time	\$0	\$1,500	\$0	\$1,500
Total Other	\$3,375	\$1,500	\$3,150	\$8,025

Construction Costs (aggregate):

Construction Materials	\$0	\$0	\$0	\$0
Construction Labor	\$0	\$0	\$0	\$0
Proerty Acquisition	\$0	\$0	\$0	\$0
Permits/Fees/Taxes	\$0	\$0	\$0	\$0
Other Construction Costs	\$0	\$0	\$0	\$0
Total Construction:	\$0	\$0	\$0	\$0

GRAND TOTALS	\$25,875	\$6,010	\$10,880	\$42,765
Percentages	61%	14%	25%	100%