

# CLARK COUNTY STAFF REPORT



**DEPARTMENT:** Board of County Commissioners  
**DATE:** December 17<sup>th</sup>, 2013  
**REQUEST:** Approve the Historical Promotion Grants Program Advisory Committee's recommendation to fund seven projects for 2014 at a total amount of \$78,586.

**CHECK ONE:**                      X   Consent                           CAO

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## BACKGROUND

RCW 36.22.170 allows the County to impose a one-dollar surcharge to be used, at the discretion of the county commissioners, to promote historical preservation or historical programs, which may include preservation of historical documents. In order to make grant funding recommendations regarding that funding source, the Historical Promotion Grants Program Advisory Committee (HPG) was initiated in 2006. Nine applications for 2014 grants were received in the total request amount of \$136,070. HPG diligently reviewed the applications and recommended during its meeting on October 28<sup>th</sup>, 2013 that the Board award seven grants totaling \$78,586 as shown below:

- |  |                   |                                      |
|--|-------------------|--------------------------------------|
| A. C.C. Historical Museum: Newspaper Archive Digitization                | Request: \$25,640 | Recommended Funding Amount: \$25,640 |
| B. City of Vancouver: Downtown Interpretive Panels                       | Request: \$8,458  | Recommended Funding Amount: \$8,458  |
| C. BYCX: Chelatchie Prairie RR Track Rehabilitation                      | Request: \$11,500 | Recommended Funding Amount: \$5,500  |
| D. BYCX: Locomotive Crossett-Western #10's No. 4 Axle Thrust Bearings    | Request: \$6,600  | Recommended Funding Amount: \$6,600  |
| E. BYCX: Locomotive Crossett-Western #10's Air Compressor Rehabilitation | Request: \$5,100  | Recommended Funding Amount: \$5,100  |
| F. WSU Vancouver: Buffalo Soldiers Module                                | Request: \$19,788 | Recommended Funding Amount: \$19,788 |
| G. Clark College Foundation: Stanger House Preservation                  | Request: \$14,900 | Recommended Funding Amount: \$7,500  |

**Total Recommended For Funding:        \$78,586**

## COMMUNITY OUTREACH

The members of the Historical Promotion Grants Program Advisory Committee come from organizations and leadership roles around the community dedicated to preserving and promoting the history of Clark County. These grants will greatly enhance the ability of those receiving them to promote Clark County's history and connect its past to the future.

## BUDGET AND POLICY IMPLICATIONS

There are no budget implications in approving the recommended grants totaling \$78,586 since this is a dedicated source of funding per RCW 36.22.170. Funding for approved projects would become available as of January 1<sup>st</sup>, 2013.

*mp  
ok  
y.*

**FISCAL IMPACTS**

Yes (see attached form)

No

**ACTION REQUESTED**

Approve HPG's recommendation to fund the seven identified projects for 2014 at a cumulative amount of \$78,586.

**DISTRIBUTION**

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

Submitted by:

Approved by:



Axel Swanson  
Senior Policy Analyst

12/17/13 SR260-13

Clark County Board of Commissioners

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This is the 2013 allocation of Historical Promotion Grants funding

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Historical Promotion Grant Fund	128,586	128,586				
General Fund 0001						
<b>Total</b>	128,586	128,586				

II. A – Describe the type of revenue (grant, fees, etc.)

Revenue for this fund is derived from a one dollar surcharge on the recording of documents authorized by RCW 36.22.170.

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Historical Promotion Grant Fund	0	128,586	128,586				
General Fund 0001							
<b>Total</b>		128,586	128,586				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	128,586	128,586				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	128,586	128,586				

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013, by and between Clark County, Washington, hereinafter called Grantor, and Chelatchie Prairie Railroad Association, Inc., 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

intended amount of \$5,500 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.**

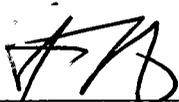
A. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as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

B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Steve Stuart, Chair  
Board of Commissioners

Chelatchie Prairie Railroad Association, Inc.



\_\_\_\_\_  
Douglas Auburg, Corporate Secretary

Attest:



~~Deputy~~ ~~Rebecca Tilton~~, Clerk of the Board  
Tina RedLine

Approved as to Form:



\_\_\_\_\_  
Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$5,500 has been awarded to the BYCX (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Chelatchie Prairie Railroad Track Rehabilitation. The \$5,500 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the upgrading of the track between Yacolt and the Lewis River Bridge. Specifically, expenditures are only to be made for the purchase of materials, including ties, bolts, washers, spikes, and disposal costs. Replacing these ties will advance BYCX's mission to restore and historically preserve the Chelatchie Prairie Railroad.
2. BYCX expenditures funded by this grant shall not exceed \$5,500.
3. BYCX 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 Chelatchie Prairie Railroad Track Rehabilitation 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, 2014; 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 Chelatchie Prairie Railroad Track Rehabilitation project completion date extend past the end of calendar year 2014 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. BYCX understands the importance of locating and applying for other grants. During the term of this agreement, BYCX will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the Chelatchie Prairie Railroad Track Rehabilitation project.

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

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### 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

intended amount of \$6,600 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.

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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.

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B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



Steve Stuart, Chair  
Board of Commissioners

Chelatchie Prairie Railroad Association, Inc.

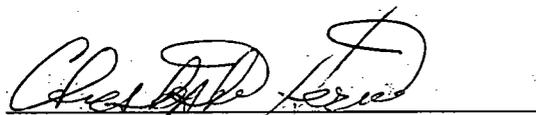


Douglas Auburg, Corporate Secretary

Attest:

**Deputy** Tina Redline  
~~Rebecca Tilton~~, Clerk of the Board  
Tina Redline

Approved as to Form:



Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$6,600 has been awarded to the BYCX (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Crossett-Western locomotive #10's No. 4 Axle Thrust Bearings Rehabilitation. The \$6,600 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the upgrading of the Crossett-Western locomotive #10. Specifically, expenditures are only to be made for the purchase of parts and labor directly related to the removal of worn out bearing material and replacement of it with new bearings. Replacing these bearings will advance BYCX's mission to restore and historically preserve the Chelatchie Prairie Railroad and the 1929 2-8-2T steam engine.
2. BYCX expenditures funded by this grant shall not exceed \$6,600.
3. BYCX 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 Crossett-Western locomotive #10's No. 4 Axle Thrust Bearings Rehabilitation 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, 2014; 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 Crossett-Western locomotive #10's No. 4 Axle Thrust Bearings Rehabilitation project completion date extend past the end of calendar year 2014 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. BYCX understands the importance of locating and applying for other grants. During the term of this agreement, BYCX will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the Crossett-Western locomotive #10's No. 4 Axle Thrust Bearings Rehabilitation project.

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

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B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



Steve Stuart, Chair  
Board of Commissioners

Chelatchie Prairie Railroad Association, Inc.



Douglas Auburg, Corporate Secretary

Attest:



~~Rebecca Tilton~~, Clerk of the Board  
Deputy Tina Redline

Approved as to Form:

  
Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$5,100 has been awarded to the BYCX (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Crossett-Western locomotive #10's Air Compressor Rehabilitation. The \$5,100 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the upgrading of the Crossett-Western locomotive #10. Specifically, expenditures are only to be made for the purchase of materials and labor directly related to the repair of the Air Compressor on the locomotive. Repairing the Air Compressor will advance BYCX's mission to restore and historically preserve the Chelatchie Prairie Railroad and the 1929 2-8-2T steam engine.
2. BYCX expenditures funded by this grant shall not exceed \$5,100.
3. BYCX 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 Crossett-Western locomotive #10's Air Compressor Rehabilitation 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, 2014; 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 Crossett-Western locomotive #10's Air Compressor Rehabilitation project completion date extend past the end of calendar year 2014 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. BYCX understands the importance of locating and applying for other grants. During the term of this agreement, BYCX will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the Crossett-Western locomotive #10's Air Compressor Rehabilitation project.

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THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013, by and between Clark County, Washington, hereinafter called Grantor, and City of Vancouver, 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

intended amount of \$8,458 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

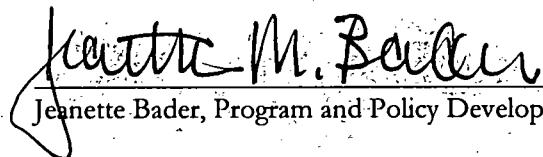
DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



Steve Stuart, Chair  
Board of Commissioners

City of Vancouver



Jeannette Bader, Program and Policy Development Manager

Attest:



~~Rebecca Filton~~, Clerk of the Board  
Deputy Tina Redline

Approved as to Form:



Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$8,458 has been awarded to the City of Vancouver (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Downtown Interpretive Panels project. The \$8,458 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the Downtown Interpretive Panels project. Specifically, expenditures are only to be made for the purchase of labor and materials directly related to creating four pedestal interpretive panels. These interpretive panels will further the City's mission to provide quality service to its residents by preserving and displaying factual information about Vancouver's rich history.
2. The City of Vancouver's expenditures funded by this grant shall not exceed \$8,458.
3. The City of Vancouver 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 Downtown Interpretive Panels 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, 2014; 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 Downtown Interpretive Panels project completion date extend past the end of calendar year 2014 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. The City of Vancouver understands the importance of locating and applying for other grants. During the term of this agreement, The City of Vancouver will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the project.

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013, by and between Clark County, Washington, hereinafter called Grantor, and C.C. 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

intended amount of \$25,640 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.**

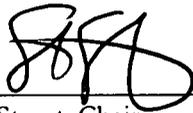
A. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as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

B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

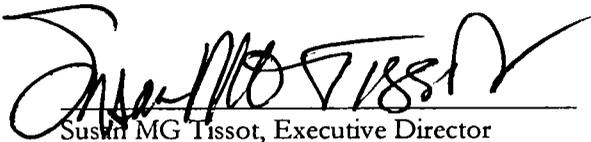
DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Steve Stuart, Chair  
Board of Commissioners

C.C. Historical Museum



\_\_\_\_\_  
Susan MG Tissot, Executive Director

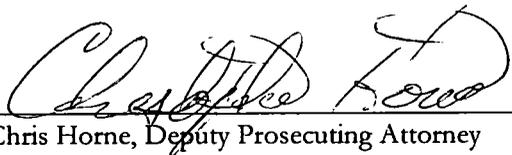
Attest:



\_\_\_\_\_  
~~Rebecca Tilton~~, Clerk of the Board

Deputy Tina Redline

Approved as to Form:



\_\_\_\_\_  
Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$25,640 has been awarded to the C.C. Historical Museum (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Newspaper Archive Digitization Project. The \$25,640 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the Digitization of archived newspaper articles with historical value. Specifically, expenditures are only to be made for the purchase of labor and materials directly related to the Newspaper Archive Digitization Project. Digitizing and archiving historical newspaper articles will further the Museum's mission to restore and historically preserve documents important to Clark County's history.
2. C.C. Historical Museum expenditures funded by this grant shall not exceed \$25,640.
3. C.C. 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 Newspaper 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, 2014; 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 Newspaper Archive Digitization project completion date extend past the end of calendar year 2014 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. C.C. Historical Museum understands the importance of locating and applying for other grants. During the term of this agreement, C.C. Historical Museum will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the project.

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013, by and between Clark County, Washington, hereinafter called Grantor, and the WSU Vancouver, 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.** Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law.

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 \$19,788 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. **PROJECT PERIOD AND CLOSE-OUT.**

A. **Project Period: 01/01/14 – 09/31/14.** 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 30 days after project period. Upon approval, Grantor will issue check to Grantee.

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.**

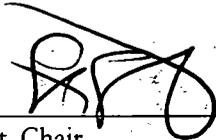
A. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as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

B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

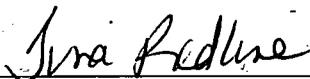


Steve Stuart, Chair  
Board of Commissioners

WSU Vancouver

\_\_\_\_\_  
Dan Nordquist, Director, Authorized Institutional Authority

Attest:



\_\_\_\_\_  
~~Rebecca Tilton~~, Clerk of the Board  
Deputy Tina Redline

Approved as to Form:



Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$19,788 has been awarded to the WSU Vancouver (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Fort Vancouver Mobile: Buffalo Soldiers Module project. The \$19,788 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the Fort Vancouver Mobile: Buffalo Soldiers Module project. Specifically, expenditures are only to be made for the cost of the project coordinator, research assistants, multimedia design, and application development for the Fort Vancouver Mobile: Buffalo Soldiers Module project. This project will further Fort Vancouver Mobile's mission to improve the interpretation and understanding of local history in Clark County.
2. WSU Vancouver expenditures funded by this grant shall not exceed \$19,788.
3. WSU Vancouver 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 Fort Vancouver Mobile: Buffalo Soldiers Module 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, 2014; 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 Fort Vancouver Mobile: Buffalo Soldiers Module project completion date extend past the end of calendar year 2014 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. WSU Vancouver understands the importance of locating and applying for other grants. During the term of this agreement, WSU Vancouver will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the project.

## CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013, by and between Clark County, Washington, hereinafter called Grantor, and Clark College Foundation, 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

intended amount of \$7,500 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.**

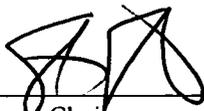
A. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as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

B. Venue shall be Clark County, Washington.

# CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

DATED this 17<sup>th</sup> day of December, 2013.

CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Steve Stuart, Chair  
Board of Commissioners

Clark College Foundation



\_\_\_\_\_  
Lisa Gibert, Clark College Foundation CEO

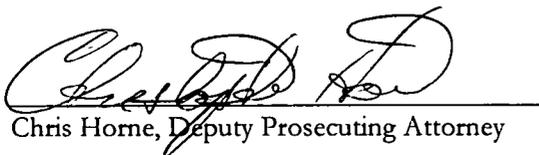
Attest:



\_\_\_\_\_  
~~Rebecca Tilton~~, Clerk of the Board

Deputy *Tina Redline*

Approved as to Form:



\_\_\_\_\_  
Chris Horne, Deputy Prosecuting Attorney

## STATEMENT OF WORK

\$7,500 has been awarded to the Clark College Foundation (Grantee) by the Clark County Board of Commissioners (Grantor) to cover expenditures related to the Stanger House Preservation. The \$7,500 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be directly related to the Stanger House Preservation project. Specifically, expenditures are only to be made for the cost of labor, materials and taxes to repair two chimneys and one fire box or porch repairs and installation of a ramp. This project will further the Weber Property Trustee's mission to maintain and develop the Stanger House.
2. Clark College Foundation expenditures funded by this grant shall not exceed \$7,500.
3. Clark College Foundation 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 Stanger House Preservation 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, 2014; 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 Stanger House Preservation project completion date extend past the end of calendar year 2014 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 College Foundation understands the importance of locating and applying for other grants. During the term of this agreement, Clark College Foundation will make a good faith effort to seek out and apply for other grants from various organizations to assist in funding the project.