

CLARK COUNTY STAFF REPORT

Department: Board of County Commissioners

Date: December 16, 2014

Request: Approve an amendment to the 2014 Historical Promotion Grant Program award to Chelatchie Prairie Railroad Association, Inc. (BYCX) for track rehabilitation.

Type of Request: Consent

Background:

RCW 36.22.170 allows the County to impose a one-dollar surcharge to be used to promote historical preservation or historical programs. Grants using those funds are reviewed and recommended by the Historical Promotion Grants Program Advisory Committee (HPG) and approved by the Board of County Commissioners (BOCC). Seven applications during the 2014 grant cycle were approved including three to BYCX. It has recently come to the attention of the county that because of cost savings, BYCX will return a total of \$2800 from two of their grants. BYCX has requested that the BOCC allow them to amend their third Agreement and Statement of Work for track rehabilitation from \$5,500 to \$8,300. This will allow them to take advantage of the total amount that they were awarded in 2014 and get more track rehabilitation done. Staff recommends that the project Agreement and Statement of Work be amended as requested.

Budget Implications:

There are no budget implications since these grant amounts were already approved by the Board in December of 2013.

Policy Implications/Community Outreach:

There is no contradiction with current County policy or policy implications. HPG is comprised of museum and academic representatives, the County Auditor, and a County Commissioner in order to maximize representation and outreach.

Fiscal Impacts

No

Action Requested:

Approve an amendment to the 2014 cycle Historical Promotion Grants Program award to BYCX for track rehabilitation.

Distribution:

Clark County Auditor



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OK
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Office of the County Administrator
Office of Budget

Submitted by:



Axel Swanson
Senior Policy Analyst

Approved by:

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Clark County Board of Commissioners

Dec. 16, 2014
SR 285-14

CLARK COUNTY HISTORICAL PROMOTION GRANT PROGRAM

CO 14-64

THIS AGREEMENT is made and entered into this 16th day of Dec., 2014, 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 \$8,300 (amended from \$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 16th day of Dec., 2014.

CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Tom Mielke, Chair
Board of Commissioners

Chelatchie Prairie Railroad Association, Inc.

Douglas Auburg, Corporate Secretary

Attest:



Rebecca Tilton, Clerk of the Board

Approved as to Form:



Chris Horne, Deputy Prosecuting Attorney

STATEMENT OF WORK

\$8,300 (amended from \$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 \$8,300 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 \$8,300.
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.