

RESOLUTION NO. 07-464

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ACCEPTING WASHINGTON STATE ARCHIVES LOCAL  
RECORDS EXPRESS GRANT**

**WHEREAS**, the Washington State Archives Local Records Grant Program has offered the City of Black Diamond Grant G-3674 in the amount of \$3,205; and

**WHEREAS**, said grant would provide funding for Washington State Imaging Services to scan, microfilm all minutes, ordinances, and resolutions; and

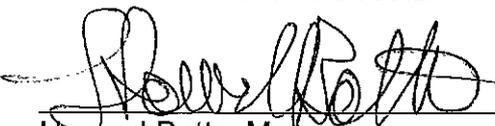
**WHEREAS**, said grant is a reimbursement grant, with a disbursement of 80% upon signing the grant contract, with no matching funds required;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to enter into a grant agreement with the Washington State Archives in the form as attached hereto as Exhibit A in the amount of \$3,205.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF  
OCTOBER, 2007.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

**GRANT AGREEMENT BETWEEN  
THE STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
DIVISION OF ARCHIVES AND RECORDS MANAGEMENT,  
AND THE  
CITY OF BLACK DIAMOND**

This Grant Agreement is entered into between the State of Washington, Office of the Secretary of State, Division of Archives and Records Management, hereinafter referred to as the "Agency", and the City of Black Diamond, 25510 Lawson St, Black Diamond, hereinafter referred to as the "Grantee".

**PURPOSE**

The purpose of this Grant Agreement is to support local public records management and preservation efforts, as authorized under RCW 36.22.175., through the Archives and Records Management Division's Local Records Grant Program.

**STATEMENT OF WORK**

The Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Grantee will perform the work as included in the Grantee's application signed on 7/12/2007, and as set forth in the Award Determination form, attached as Exhibit A.

Scanning, microfilming, microfilm duplication and related services must be performed by Imaging Services (IS), Washington State Archives, Office of the Secretary of State, as a condition of award acceptance. IS may decline services based on business requirements, in which case Grantee may contract with outside vendors. When using outside vendors, Grantee is responsible for ensuring all files and data meet the specifications required to create security microfilm and host digital records in the Digital Archives.

The Washington State Archives Grant Program requires both the narrative and financial components of program progress reports be completed during the project period. Documentation of expenditures and bids is required. The Grantee shall submit two reports to each of the individuals listed below:

Jerry Handfield  
State Archivist  
Washington State Archives  
1129 Washington St SE  
Olympia, WA 90504-0238

Julie Woods, Coordinator  
Local Records Grant Program  
Washington State Archives  
1129 Washington Street SE  
Olympia, WA 98504-0238

**The first report, due on or before December 15, 2008**, is an interim project report which must detail the activities performed or in progress toward the successful completion of the work described in the application and Exhibit A.

**The second report, due on or before May 31, 2009**, is a final report and must provide a complete summary of the project and of all grant activities as described in the application and Exhibit A. It MUST include a separate, itemized list of costs incurred and copies of receipts, invoices, and payroll records, etc., to substantiate all figures.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on date of execution, and be completed on May 31, 2009, unless terminated sooner as provided herein.

**PAYMENT**

In consideration for the work conducted as described in application and Exhibit A, the Agency agrees to reimburse the Grantee an amount not to exceed \$3,205 as prescribed in the Exhibit A, and incorporated by reference herein. The Grantee will receive 80 percent of the grant amount as a first grant payment within 30 days of submission of signed contract. The remaining grant funds, up to the final 20 percent of the grant award, will be distributed after completion of the project and upon submission and approval of the final report due May 31, 2009.

A check for unexpended, previously forwarded grant monies and **unexpended interest earned** on those monies, must be returned to the Washington State Archives within 60 days of the completion of the project.

Costs incurred prior to the effective date of the Grant Agreement shall be disallowed under the Grant. Should the Grantee incur costs prior to the effective date of the Grant Agreement, it does so at its own risk.

**RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE**

The Grantee must comply with the accounting and auditing requirements set forth in WAC 434-670-070 and WAC 434-670-080, respectively.

Specific accounting requirements for the Local Records Grant Program include but are not limited to:

- **Grant money must be deposited in an auditable, interest-bearing account. Interest received must be applied to the project,** or returned to the Agency.
- **The Grantee must submit, with the final report, an itemized list of costs incurred, with copies of receipts, invoices, and payroll records, etc., to substantiate all figures.**
- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Grant work must be monitored in progress. Agency staff may visit the work site for review at any time during the project.
- The Grantee must adhere to local and state bid requirements.

**INDEPENDENT CAPACITY AND INDEMNIFICATION**

The employees or agents of each party who are engaged in the performance of this Grant Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each party to this Grant Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

**BUDGET REVISIONS**

Budget revisions as described in the application and Exhibit A are permitted only with official written approval from the Washington State Archivist.

**TERMINATION**

Either party may terminate this Grant Agreement upon 30 days' prior written notification to the other party. If this Grant Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Grant Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not

corrected, this Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other. In the event of a termination for cause, all unused funds must be returned to the Agency's Local Records Grant Program.

In the event that the Termination of Cause occurs due to any violation of these contract provisions by the Grantee, the Grantee may be required to reimburse the Agency's Local Records Grant Program for the expended portions of the funds.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State. Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

**GOVERNANCE**

In the event of any inconsistency in the terms of this Grant Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. This Grant Agreement and any and all attached exhibits

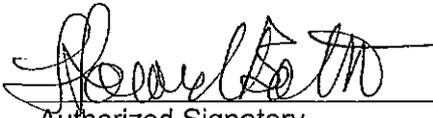
**GOVERNING LAW**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**IN WITNESS WHEREOF**, the parties have executed this Grant Agreement.

CITY OF BLACK DIAMOND

OFFICE OF THE SECRETARY OF STATE



10-18-07  
Date



Linda Shea  
Financial Services Manager  
Date

Howard Botts  
Mayor

**EXHIBIT:**

A. Award Determination

Office of the Secretary of State  
Financial & Support Services  
PO Box 40224  
Olympia, WA 98504-0224