

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

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 "OSOS", and **City of Olympia**; hereinafter referred to as the "Grantee."

RECITALS

WHEREAS, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017, and

WHEREAS, the purpose of this program is to help local governments' use technology to improve their records retention, management and disclosure of public records, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program.

WHEREAS, said grants program was established to provide funds to local entities to conduct this program, and

WHEREAS, by virtue of a competitive process, this grant is awarded to named Grantee herein, and

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

STATEMENT OF WORK

The Grantee as "customer" will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Grantee as "customer" will perform the work as described and included as set forth in the Award Determination form, attached as Service Level Agreement, Statement of Work No. 1, Service Level Agreement No. 18SW18-1454.

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 is required. The Grantee shall submit reports to:

Mark Vessey, Coordinator
Local Records Grant Program
Washington State Archives
1129 Washington St SE
Olympia, WA 90504-0238

The **final report**, due on or before May 31, 2019, must provide a complete summary of the project and of all grant activities as described in the application and Exhibit A. The report **MUST** include a separate, itemized list of costs incurred and copies of receipts, and invoices, 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 no later than May 31, 2019, unless terminated sooner as provided herein.

PAYMENT

No funds will be disbursed to the Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. This grant is not to exceed amount of \$17500 as prescribed and incorporated by reference herein.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-6197 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

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. WAC 434-670-020.

RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

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

- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Imaging completed as a result of this grant must meet the Washington State Standards for Production and Use of Microfilm.
- Grant work must be monitored in progress. OSOS staff may visit the work site for review at any time during the project.
- The Grantee is responsible to adhere to their agencies purchasing policies and requirements.

GRANT MANAGEMENT

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

Steven R Hall
City of Olympia
601 4th Ave E
Olympia, WA 98501
Phone: 360-753-8260
E-mail address: shall@ci.olympia.wa.us

Mark Vessey

Office of the Secretary of State
Washington State Archives and Records Management
1129 Washington St. SE
Post Office Box 40238
Olympia, Washington 98504-0238
Phone: 360.586-7810
E-mail address: mark.vessey@sos.wa.gov

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

SERVICE LEVEL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between CITY OF OLYMPIA (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Service Level Agreement establishes the understanding for ARCHIVES to provide document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work (hereinafter "SOW"). Any additional SOWs shall be approved in writing.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) calendar days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days after receiving the finished work product will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. ARCHIVES have archival quality boxes with attached lids for purchase. ARCHIVES have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.

6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate for this work.
7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. This Agreement shall remain in effect until June 30, 2019.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER. Notwithstanding paragraph II above, the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement for changes made pursuant to this paragraph III.1.
2. ARCHIVES will send an itemized bill to the CUSTOMER not more than twice monthly, which includes work done in the prior two week period for imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment to the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed \$30,000.00**. This amount can be increased by an amendment to this Agreement signed by both Parties.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

Customer Contact Name: Terri Stolz
City of Olympia
601 4th Ave E.
Olympia, WA 98501
Telephone Number: (360) 753-8260
Email Address: tstolz@ci.olympia.wa.us

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

Patrick Williams
Imaging Services Manager
Office of the Secretary of State
Washington State Archives
1129 Washington Street SE
Olympia, WA 98504-0238
Telephone: (360) 586-0108
Fax Number: (360) 664-8814
Email Address: patrick.williams@sos.wa.gov

4. Notice shall become effective upon delivery in person, three (3) business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.

2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.
3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 1129 Washington Street SE, Olympia, WA 98504.
4. Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.
 - A. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issues(s);
 - state the relative positions of the parties;
 - state the party's name, address, and contract number; and
 - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
 - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.
 - B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.
 - C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the 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.
5. This Agreement shall be construed and interpreted in accordance with the law of the state of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.
6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.
7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

CITY OF OLYMPIA:

OFFICE OF THE SECRETARY OF STATE

Date
City Manager

Date
State Archives

APPROVED AS TO FORM
Attorney General's Office

APPROVED AS TO FORM



Deputy City Attorney

STATEMENT OF WORK NO. 1
SERVICE LEVEL AGREEMENT No. 18SW18-1454

This Statement of Work is made and entered into by and between the CITY OF OLYMPIA (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Service Level Agreement No. 18SW18-1454.

CUSTOMER: **City of Olympia**
601 4th Ave E.
Olympia, WA 98501

	Customer	Archives
Contact:	Terri Stolz	Patrick Williams
Title:	Information Specialist	Imaging Services Manager
Telephone No.:	360-753-8260	360-586-0108
Email:	tstolz@ci.olympia.wa.us	patrick.williams@sos.wa.gov

I. SPECIFIC SERVICE

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. PRICES

Service	Unit	Unit Price
Scan Paper Documents (Up to 11" x 17") up to 300 DPI – Grade SH	Per Image	\$0.55
Scan Paper Documents (Up to 11" x 17") up to 300 DPI – Grade E	Per Image	\$0.38
File Renaming	Per File	\$0.10
Converting single-page TIFF to Multi-page TIFF	Per Image	\$0.06
Wide Format Scanning (Larger than 11" x 17")	Per Hour	\$65.00
Document Prep	Per Hour	\$65.00
Flash Drive	Per Drive	\$50.00
Federal Mileage Reimbursement	Per Mile	\$0.545
Per Box for all trips	Per Box	\$1.50
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	# of Units	Total Unit Cost
Scan Paper Documents (Up to 11" x 17") up to 300 DPI – Grade SH	14,000	\$7,700.00
Scan Paper Documents (Up to 11" x 17") up to 300 DPI – Grade E	12,500	\$4,750.00
File Renaming	2,900	\$550.00
Converting single-page TIFF to Multi-page TIFF	26,500	\$1,590.00
Wide Format Scanning (Drawings)	20	\$1,300.00
Document Prep	20	\$1,300.00
Flash Drive	1	\$50.00
All shipping or ferry prices will be charged cost + 30%		
TOTAL AMOUNT		\$17,240.00

III. CONTRACT PERIOD FOR STATEMENT OF WORK

The date of execution, which is the date of the last signature, through June 30, 2019.

IV. SERVICE DELIVERY

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. GENERAL TERMS AND CONDITIONS

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Service Level Agreement No.18SW18-1454 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. The Service Level Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

CITY OF OLYMPIA:

OFFICE OF THE SECRETARY OF STATE

City Manager

Date

State Archives

Date

APPROVED AS TO FORM
Exhibit A

APPROVED AS TO FORM



Deputy City Attorney

Exhibit A Statement of Work

The ARCHIVES shall:

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES will notify the customer of any cost adjustments required for document preparation, or scanning, which exceed the original estimate.
- Process the following with the following information:
 - Capital Assets
 - Agency – City of Olympia
 - Department – City Clerk
 - County – Thurston
 - Date Range – 1884-1980
 - Disposition Authority Number (DAN) – GS55-05A-06, GS2011-169, GS50-01-11

Scan - Paper Documents

- Perform paper document scanning for documents up to 11" by 17".
 - Record Series Capital Assets – DAN GS55-05A-06
 - This category of work consists of approximately 14,000 pages within 10 boxes.
 - This category of work is given the complexity Grade SH
 - Record Series Capital Assets – DAN GS55-05A-06
 - This category of work consists of approximately 12,500 pages within 9 boxes.
 - This category of work is given the complexity Grade E
- Provide Imaging Services for documents up to 11" x 17" on production auto-feed scanners.
- Count each side of two-sided documents as one page.
- "Imaging Services" shall include:
 - Preparing documents for scanning by removing documents from bindings or binders, removing staples, paper clips, flattening and/or mending pages.
 - Designating all oversized (larger than 11" x 17") documents for wide-format scanning.
 - Scanning documents in bi-tonal mode at 300 dots per inch (dpi). All clearly visible markings on all pages will be captured in the image.
 - Scanning removable notes both on the page and off if text is obscured.
 - Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document page.
 - Re-scanning poor quality images as needed.
 - Providing TIFF Group IV Multi-Page image files.
 - Naming images as follows:
Each folder is named by the City File

Scan – Oversize

- Perform oversize document scanning for documents larger than 11" by 17".
 - Record series Maps, Drawings; (DAN) GS50-16-02
 - This category of work consists of approximately 500 pages within 19 boxes.
- Provide imaging services for oversized documents on the wide-format or Cruse scanner, not to exceed 20 hours.
- "Imaging services" shall include:
 - Scanning documents in color no smaller than 300 dpi.
 - Scanning documents exceeding dimension of either 47" in height or 66" in length in sections with approximately one inch of overlap and numbered sequentially starting at the left hand side of the map.
 - Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document.

- Re-scanning poor quality images as applicable.
- Providing image files consisting of one sheet per file.
- Naming images according to previous example: File Name
Section/Township/Range
- Converting uncompressed TIFF Images to compressed color JPG files using Photoshop (compression/quality level 7).
- Providing the CUSTOMER both LZW compression TIFF files and compressed JPEG files.
- Return documents to CUSTOMER and deliver disks with images – within 30 calendar days of completing the imaging services.

Complete each individual job work order within 90 calendar days of document pickup

The CUSTOMER shall:

- Clearly label compact disk (CD) and containers as to their contents.
 - Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Provide first and secondary contacts for any questions during the project:
 - First contact:
Name: Terri Stolz Phone: (360) 753-8260 email: tstolz@ci.olympia.wa.us
 - Secondary contact:
Name: Steve Hall Phone: (360) 753-8370 email: shall@ci.olympia.wa.us
- Ensure project is ready for processing prior to sending to ARCHIVES.