

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-24-005 COO

THIS AGREEMENT is made and entered into this 30TH day of January, 2024, by and between Thurston County, Washington, hereinafter called GRANTOR, and the City of Olympia, hereinafter called GRANTEE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AGREEMENT.

(a) 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: (i) this Agreement; (ii) Statement(s) of Work (attached hereto); and (iii) application materials as submitted for the Thurston County Heritage Grant Program, which are all incorporated into this agreement by this reference.

(b) In consideration of receiving grant funding, the Grantee agrees:

(i) to perform the scope of work as described in the Statement of Work and the application materials as submitted for the Thurston County Heritage Grant Program.

(ii) that only the items/activities set forth in the Statement of Work and the application materials may be charged against the grant project.

(iii) to perform the activities and produce the products described in the Statement of Work and the application materials in accordance with the standards, guidelines and/or best practices outlined in this Agreement (including all attachments) and/or utilized in the industry for similar work. Grantor reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the Grantee fails to perform these activities in accordance with these standards, guidelines and/or best practices.

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. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

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a. For GRANTEE:

Name of Representative: Holly Borth

Title: Olympia Historic Preservation Officer

Mailing Address: 601 4th Avenue E

City, State and Zip Code: Olympia, WA 98507

Telephone Number: (360) 688-0419

Fax Number: ()

E-mail Address: hborth@ci.olympia.wa.us

b. For GRANTOR:

Name of Representative: Sonja Cady

Title: Historic Commission Staff

Mailing Address: 3000 Pacific Ave SE, Suite 100

City, State and Zip Code: Olympia, WA 98501-2043

Telephone Number: 360-867-2117

Fax Number: 360-754-2939

E-mail Address: sonja.cady@co.thurston.wa.us

4. HOLD HARMESS AND INDEMNIFICATION.

a. The GRANTEE shall hold harmless, indemnify and defend the GRANTOR, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the GRANTEE's acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by the GRANTEE or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the GRANTEE's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the GRANTOR, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the GRANTEE's obligations hereunder shall apply only to the percentage of fault attributable to the GRANTEE, its employees, agents or subcontractors.

b. In any and all claims against the GRANTEE, its officers, officials, employees and agents by any employee of the GRANTEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the GRANTEE or

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subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the GRANTEE expressly waives any immunity the GRANTEE might have had under Title 51 RCW. By executing the Agreement, the GRANTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the GRANTEE makes with any subcontractor or agent performing work hereunder.

c. The GRANTEE obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the GRANTEE, the GRANTEE's employees, agents or subcontractors.

5. **MONITORING AND EVALUATION.** GRANTEE agrees to cooperate and participate in GRANTOR's heritage 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.

6. **NON DISCRIMINATION.**

a. Thurston 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 Statements of Work through the provision of goods, services, or benefits to clients.

7. **GENERAL BUDGET PROVISIONS.** Payment for services shall be made in accordance with the Statement(s) of Work attached to the Agreement.

8. **INSURANCE; NO LIMITATION.** The GRANTEE and its subcontractors shall procure and maintain for the duration of this Agreement, insurance for claims which may arise from, or in connection with, the performance of the Project work hereunder by the GRANTEE, its agents, representatives, or employees. The GRANTEE's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

9. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement 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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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.

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

11. CLOSE-OUT. Following completion of a Statement of Work, or in the event that a Statement of Work is terminated in whole or in part for any reason other than the normal completion of the Statement of Work, GRANTEE shall submit within ninety days after the date of expiration of a Statement of Work all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTOR or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under any Statement of Work shall be transferred or assigned by GRANTEE.

13. 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 the 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 Thurston County, Washington.

14. SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the GRANTOR determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the GRANTOR may, in its sole discretion, terminate this Agreement.

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15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

16. NOTICES. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 4.b was mutually negotiated and specifically agreed to by the parties herein.

DATED this 1st day of February, 2024.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF OLYMPIA



Leonard Bauer, Director of Community Planning & Development



APPROVED AS TO FORM BY PAO ON FEBRUARY 1, 2024

STATEMENT OF WORK

\$7,500 has been awarded to the City of Olympia ('GRANTEE') by the Thurston County Board of Commissioners ('GRANTOR') to cover expenditures related to the History Intern 2024. The \$7,500 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be related to funding the History Intern 2024.
2. City of Olympia expenditures funded by this grant shall not exceed 7,500.
3. City of Olympia must complete project as described in the applications materials as submitted for the Thurston County Heritage Grant Program.
4. Grant funds shall not be used to pay for any purpose other than for project expenditures set for in this Statement of Work.
5. Upon completion of the project, City of Olympia will submit a completed Heritage Grant Program Reimbursement Request and Final Report (Attachment A). For reimbursement prior to the completion of the project, the City of Olympia will submit a completed Reimbursement Request Only and Progress Report (Attachment A).
6. The project shall be completed by December 31, 2024 unless a one-time six-month extension has been granted. The one-time extension should be requested at least 30 days prior to the original project completion date.