

GRANT AGREEMENT BETWEEN  
THE STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
ARCHIVES AND RECORDS MANAGEMENT DIVISION,  
AND THE  
CLALLAM COUNTY

841.19.002

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 Clallam County; 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 will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Grantee will perform the work as described and included as set forth in the Award Determination form, attached as Exhibit A.

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 \$30000 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-6254 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](mailto:payables@sos.wa.gov).

**Elizabeth Stanley**

Clallam County  
223 E. 4th St, Suite 16  
Port Angeles, WA 98362  
Phone: 360-417-2423  
E-mail address: [estanley@co.clallam.wa.us](mailto:estanley@co.clallam.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](mailto: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

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.

**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.

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

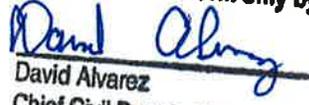
This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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

CLALLAM COUNTY  
 Board of Commissioners  
  
 \_\_\_\_\_ 11-6-18  
 Authorized Signatory Date  
 Print Name: Mark Ozias  
 Title: Chair

OFFICE OF THE SECRETARY OF STATE  
  
 \_\_\_\_\_ 11/16/18  
 Sheri Nelson Date  
 Deputy Secretary of State

APPROVED AS TO FORM  
Attorney General's Office

**Approved as to form only by:**  
  
 \_\_\_\_\_ 10/17/18  
 David Alvarez  
 Chief Civil Deputy Prosecuting Attorney  
 Clallam County

**EXHIBIT A**

**AWARD DETERMINATION  
CLALLAM COUNTY**

The following table illustrates the grant budget as proposed by your agency with the item that was funded and awarded with conditions.

<b>Budget Item</b>	<b>Amount Requested</b>	<b>Amount Funded</b>	<b>Stipulations/Conditions</b>
Software	\$30,000	<b>\$30,000</b>	Legal Files Software, Inc.
<b>TOTAL</b>		<b>\$30,000</b>	Not to exceed amount funded. Not to include annual subscription/maintenance fee.