



GRANT



Document Type:

- Contract
- MOU
- Interlocal agreement
- Notice of Acceptance
- Retainage
- Franchise Agreement
- Right of Way Use Agreement
- Lien
- Correspondence
- Collective Bargaining Agreement

Status

- New
- Amendment
- Change Order
- Renewal
- Cancellation

*Vendor Name: Wa St Archives & Records Mgmt

*JDE PO Number: < 711444.000

*Effective Date: 11.07.07

*Termination Date: 05.31.09

*Clerk's Receiving Number: 41949

Related Receiving Number: <

Bid/RFP/RFQ/ITQ Number: <

Ordinance Number: <

Resolution Number: <

CIP Number: <

Project Name: Grant re Document prep/scanning/indexing

KC Recording# 20080130000945

Vendor Number: 93237

File Location: 07.724

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date 12.05.2007

Scan Date _____

Index Date _____



City of
Bellevue



Post Office Box 90012 ♦
Bellevue, Washington ♦ 98009 9012 ♦



Recording Cover Sheet

To: King County Recorder's Office
 From: City of Bellevue City Clerk's Office
 P.O. Box 90012
 Bellevue, WA 98009-9012
 Date: December 14, 2007
 Subject: Interlocal Agreement Filing

The following legislation and attached agreement are included for filing with King County Record's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	WA ST Archives & Records Management and City of Bellevue
Adopting Legislation:	N/A
Clerk's Receiving Numbers:	CR# 41949
Description:	State to provide document preparation & Imaging Services to CoB
Recording Fee	\$40.00 42.00
	07-755

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: cityclerk@ci.bellevue.wa.us

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

41949 12-05-07 07-724

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 Bellevue, PO Box 90012, Bellevue, WA, 98009, 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 described and included in the Grantee's application signed on 7/11/2007, 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 **three** reports to both 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 interim report**, due on or before July 10, 2008, must detail the activities performed or progress toward the successful completion of the work described in the application and Exhibit A -- from project commencement through June 30, 2008.

The **second interim report**, due on or before January 10, 2009, must detail the activities performed or progress toward the successful completion of the work described in the application and Exhibit A -- during the period July 1, 2008 through December 31, 2008.

The third 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 Exhibit A, the Agency agrees to reimburse the Grantee an amount not to exceed \$20,000 as prescribed in Exhibit A, and incorporated by reference herein. The Grantee will receive 60 percent of the grant amount as a first grant payment within 30 days of submission of the signed contract. The remaining funds due, up to the final 40 percent of the grant award, will be distributed as follows:

- 20 percent of the grant amount upon submission and approval of the interim report due January 10, 2009; and,
- Up to 20 percent of the grant amount after completion of the project, 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

Revisions to the budget 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 for 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 BELLEVUE

OFFICE OF THE SECRETARY OF STATE

Myrna L Basich *10/30/07*

 Authorized Signatory Date

Linda Shea *11-7-07*

 Linda Shea Date
 Financial Services Manager

Myrna Basich
 Assistant City Manager

EXHIBIT A**AWARD DETERMINATION
CITY OF BELLEVUE**

The following table illustrates the grant budget as proposed by your agency - contrasted with the items that were funded, the items that were not, and the items that were awarded with conditions.

Budget Item	Amount Requested	Amount Funded	Reasoning/Conditions
Imaging Services	\$30,036	\$20,000	High priority records. Funding to scan and microfilm SEPA records. Indexing required.
TOTAL	\$30,036	\$20,000	

CONTRACT FACE SHEET

Document Type: Contract Franchise Agreement
 MOU Right of Way Use Agreement
 Interlocal Agreement Lien
 Notice of Acceptance Correspondence
 Retainage Collective Bargaining Agreement

Status: New Renewal
 Amendment Cancellation
 Change Order

***Funding Source:** State - Direct

***Administrative Agency:** Office of the Secretary of State, Division of Archives & Records

***Funding Agency:** State of Washington

***Project Name:** SEPA Document Preparation and Imaging Services

***Department:** City Clerk

JDE Project Number: 711444-000

JDE Vendor Number: 93237

Original Effective Date: 01/15/2008

Agreement Termination Date: ~~12/31/2008~~ May 31, 2009 (per pg. 3 of Agmt)

Budget Fund: _____

CIP Plan Number: _____

Ordinance Number: _____

Resolution Number: _____

Grant Number: _____

*Denotes mandatory fields.

ccol

Face Sheet Date: _____

Scan Date: _____

Index Date: _____

CR #: _____ Date: 12.05.07 Loc: 07.724 PO #: 111444-000



City of Bellevue
 Finance - Contracting Services
 425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title: Document Preparation and Imaging Services	Agreement Type: Grant
Agreement Description: Document preparation of SEPA records and scanning.	Document Type: Application
Agreement Form: Vendor Agreement Document	Agreement Manager: Kyle Stannert
	Agreement Amount: \$20,000.00
	Total Aggregate Value: NaN

Project Information:

Project Name: SEPA Document Preparation and I...	Project Manager: Kyle Stannert
Department: City Clerk	Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: State of Washington
Administrative Agency: Office of the Secretary of State, Division of Archives & Records
Administrative Agency JDE Vendor #: 93237
Funding Program Name: Washington State Archives Local Records Grant Program

Agreement Terms:

Original Effective Date: 1/15/2008 (estimated date) **End Date:** 5/15/2009 (~~12/31/2008~~) (estimated date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: _____ **Ordinance #:** _____ **Resolution #:** _____

Route:

	In	Out
Contracting Services: <u>M Schwab</u>	<u>10/26/07</u>	<u>10/26/07</u>
Accounting: <u>[Signature]</u>	<u>10/26/07</u>	<u>10/26/07</u>
Information Technology: Not Required		
Legal: <u>[Signature]</u>	<u>10/26</u>	<u>10/29</u> 2007
Insurance Reviewed By: <u>Jeanne Nicolai</u>	<u>10/29</u>	<u>10/29</u> CONTRACTING SERVICES
Department Director: <u>[Signature]</u>	<u>10/30</u>	<u>10/30</u>
Contracting Services: <u>M Schwab</u>	<u>10/30</u>	<u>10/30</u>
Return To: Kyle Stannert		
City Clerk's Office: <u>[Signature]</u>	<u>12.04.07</u>	<u>12.05.07</u>

711444-000

Document Management Information:

CIP Plan #:

JDE Project Number:

Budget Fund:

Explanation:

Funding Source: State - Direct

Budget Information:

There is no budget requirement for this agreement.

Year	Description	JDE Account Number	Amount
2008	Document Preparation & Imaging ...		\$20,000.00

Additional Comments:

Award amount is \$20,000