

HISTORIC DOCUMENTS AND PRESERVATION FUNDS GRANT AGREEMENT

This Historic Documents and Preservation Grant Agreement ("Agreement") is entered into between **KITTITAS COUNTY**, a political subdivision of the State of Washington (the "County"), and **KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT** ("Recipient").

ARTICLE I — PURPOSE AND TERM

Section 1.1 Purpose: The purpose of this Agreement is for a Kittitas County Public Health Department historical preservation project.

Section 1.2 Term: This Agreement shall take effect January 1, 2015 and terminate on December 31, 2015.

ARTICLE II — GRANT AMOUNT, USE AND BUDGET

Section 2.1 Grant Amount: The Recipient is awarded a total of up to **\$1,700.00** (the "Grant Award") to be administered as follows.

Section 2.2 Use of Grant. The Recipient shall use the Grant Award solely for the purposes and in the manner described in **Exhibit A - Statement of Work and Project Timeline** (the "Project"). Adjustments to Proposed Project Timelines may be requested in writing to the Board of Kittitas County Commissioners. These requests may be granted or denied at the discretion of the Board of Kittitas County Commissioners.

Section 2.3 Budget. The Grant Award shall be expended by the Recipient as set forth in **Exhibit B — Budget**. Adjustments to Proposed Project Budgets may be requested in writing to the Board of Kittitas County Commissioners. These requests may be granted or denied at the discretion of the Board of Kittitas County Commissioners.

ARTICLE III — DISBURSEMENTS

Section 3.1 Disbursement of Grant Award Funds. Not more frequently than once a month, the Recipient may request disbursement from the Grant Award. Each disbursement request must be made by the Recipient submitting to the County at the address specified in Section 5.2 a properly completed Reimbursement Request form. The request must identify the work performed and be accompanied by a summary of all allowable costs and expenses incurred for which the Recipient is seeking disbursement, unless further documentation is requested by the Kittitas County Auditor's Office or the BOCC. The Recipient will be subject to periodic on-site audits to ensure that satisfactory supporting

documentation of all allowable costs and expenses are being kept. Within 30 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the County shall pay the amount of the invoice to the Recipient at the address specified in Section 5.2.

Section 3.2 Disbursement Limitations. In no event will the County ever be required to disburse funds in excess of the Grant Award. In addition, unless expressly provided otherwise in this Agreement: (a) no disbursements will be made in advance of costs or expenses being incurred; and (b) no costs or expenses incurred by the Recipient prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the County to the Recipient shall be without prejudice to the County's rights later to challenge the propriety of the Recipient's claimed costs or expenses.

Section 3.4 Withholding Disbursements. If the Recipient fails to perform any obligation under this Agreement and the failure has not been cured within 10 days following oral or written notice from the County or the Committee, the County may, without penalty and in its sole discretion and upon written notice to the Recipient, withhold all monies otherwise due the Recipient until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV—REPORTS AND RECORDKEEPING

Section 4.1 Annual Report. Except as may otherwise be provided in **Exhibit A**, and upon request from time to time, the Recipient shall provide an annual a report on the progress made on their Project. Such progress reports shall be provided by the Recipient to the Kittitas County Auditor's Office at its address specified in Section 5.2.

Section 4.2 Record Retention; Review. The Recipient shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, the Recipient shall provide the County, or its authorized agents, with full access to all of the Recipient's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V — CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Personnel. The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in

full compliance with title 51 of the Revised Code of Washington ("RCW").

Section 5.2 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE COUNTY: Judy Pless, Budget & Finance Manager
County Auditor's Office
205 West 5th – Suite 105
Ellensburg WA 989526
509-962-7502
Judy.pless@co.kittitas.wa.us

FOR THE RECIPIENT:
Robin Read, Administrator
Kittitas County Public Health Department
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926

A party may change its designated representative or address by providing written notice to the other party.

Section 5.3 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day. E-mail addresses, if listed in this Agreement, are provided only for convenience and not for notice purposes.

ARTICLE VI — INSURANCE

Section 6.1 Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient's profession. The coverage will have a limit of not less than One Million Dollars (\$1 million) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient's services under the Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Recipient's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Miscellaneous Insurance Provisions.

- A. The policy shall be endorsed and the certificate shall reflect that the County, its officers, officials, employees, agents and representatives, are an additional insured with respect to activities under the contract, and the policy will contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents and representatives as an additional insured.
- B. The certificate will, at a minimum, list limits of liability and coverage. The Recipient will furnish the County with properly executed certificates of insurance or a signed policy endorsement, including the additional-insured provision, which will clearly evidence all insurance required in this Section, before work under this Agreement shall commence, but no later than Ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- C. The Recipient will maintain all required policies in force from the time services commence until services are completed. The Recipient will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the County. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision. Written notice of cancellation or change must be delivered to the County as set forth in Sections 5.2 and 5.3.
- D. If the Recipient's liability coverage is written as a claims-made policy, then the Recipient must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.
- E. The Recipient's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, agents and representatives.
- F. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, agents or representatives.

ARTICLE VII – INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, the Recipient shall indemnify, defend and hold harmless the County, the Committee and the BOCC, and all County officials, officers, employees, agents and each of them, from and against all claims

in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of the Recipient, its subcontractors, third parties, the County, or the BOCC, or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

Section 7.2 Waiver of RCW Title 51 Immunity. Solely for purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to indemnify, defend and hold harmless shall survive termination of this Agreement.

ARTICLE VIII—NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Recipient shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. The Recipient and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies, the County, and the BOCC shall have no obligation to ensure such compliance.

ARTICLE IX — TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate the contract. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under law.

ARTICLE X — MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses. This section shall survive termination of this Agreement.

Section 10.2 Organizational-Status Warranty. The Recipient warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties or the County.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.5 Assignment. The Recipient shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Kittitas County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Kittitas. This section shall survive the termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Exhibits. The following exhibits are incorporated into this Agreement by reference: (a) Exhibit A — Statement of Work and Project Timeline; and (b) Exhibit B — Budget.

KITTITAS COUNTY:

**KITTITAS COUNTY BOARD
OF COUNTY COMMISSIONERS**

Paul Jewell, Chairman

Gary Berndt, Vice-Chair

DATE: _____

Obie O'Brien, Commissioner

RECIPIENT:

By: Robin Read, Administrator
Kittitas County Public Health Department

DATE: _____

I. EXHIBIT A - STATEMENT OF WORK

II. EXHIBIT B — BUDGET

REPORTING:

An Annual Report will be completed at the conclusion of the project.

Agencies may report information beyond the standard reporting form if desired.

Please send an electronic copy of each report to:

Kittitas County Board of Commissioner's Office – bocc@co.kittitas.wa.us
Kittitas County Auditor's Office – auditorsaccounting@co.kittitas.wa.us

*Reporting requirements may be amended by the Committee so that appropriate data can be gathered.

Return completed applications and materials to:
Kittitas County Board of Commissioners
205 West 5th Avenue – Room 108
Ellensburg, WA 98926
(509) 962-7508 * Fax (509) 962-7679
bocc@co.kittitas.wa.us

PROJECT DESCRIPTION

Please describe your project in detail and include how the funds will be used.

The Kittitas County Public Health Department recently uncovered a box with many interesting historical memorabilia dating from the 1940's through the 1970's. They include a placard for the Kittitas County Public Health Department; a 1968 guestbook from an open house in the Morris-Sorenson Building on July 23rd, 1968; a front desk logbook with dates from 1967-1978 with employee records and notable health department events; a folder containing inventory records from 1959-1981; and three newspaper scrapbooks containing hundreds of articles and clippings about Kittitas County and national health-related topics from the early 1940's through the late 1970's. There is also a binder with 125 historical photos from the 1950's-1970's of Kittitas County public health services, promotional activities, and workers.

The historical photos and all three newspaper scrapbooks were scanned, saved as PDF files, and stored in the public health network drive (G:Drive). This serves a dual purpose, it allows staff to quickly and easily access articles and photos while simultaneously protecting the originals from unnecessary handling.

With the funds we would like to get 20 of the 125 photos framed for public display. We also wish to purchase items needed to preserve the quality and condition of the remaining pieces of memorabilia. The rest of the photos will be archived in albums and preserved for future generations. The guestbook, logbook, scrapbooks and records will be stored in archival rare book boxes as recommended.

NEED

What are the problems/challenges that this project will address in relation to historic preservation?

This project will preserve the history of a long standing public institution that has served Kittitas County throughout the years. The photos chosen for public display are images that directly communicate the services the health department has provided to the community and reinforces it's importance to the community today. The preservation of the remaining artifacts will save important pieces of Kittitas County history for future generations to come.

Exhibit B

TIME FRAME

Please explain the steps you will take to implement this project and include the dates in which you expect to accomplish each step.

Task	Details	Timeline (Beginning 1/1 or upon approval of funds)
Display Photos Framing	Frame Express estimates a few weeks for completion	1/21
Archival Product Order	Gaylord shipping estimates 7-25 business days for shipping depending on availability of items	1/7-25
Photo Installation	KCPHD Waiting Room Public Display	1/22
Storage of photos, scrapbooks and artifacts	To be completed at KCPHD upon receiving Gaylord shipment	1/25
Project Completion	Less than 4 weeks	1/26

BUDGET

Please attach an itemized breakdown of the costs associated with your project and list all the sources of funding including in-kind contributions, if applicable.

Sadie Thayer, director of the Kittitas County Historical Museum, advised that only archival quality products should be used in order to protect these photos, scrapbooks, and other artifacts from further deterioration. She recommended the archival company Gaylord for their high-quality products and reasonable pricing and delivery. The following table is an inventory of each item along with the recommended archival products from Gaylord and costs for each

Item	Product	Cost	Additional Information
Photos for Display	Framing services from Frame Express	\$907.20	<ul style="list-style-type: none"> Cost to frame 20 photos Price includes tax and a 20% discount Descriptions included in the matting
Inventory Record	Blue/Grey Clamshell Archival Rare Book Box RBP ₄ -BG Interior Size: 9 3/4W X 14 1/4L X 2"H	\$12.20	<ul style="list-style-type: none"> In very good condition

1968 Guest Book	Blue/Grey Clamshell Archival Rare Book Box FM – RBP ₂ -BG Interior Size: 6 3/4WX 10 1/4LX 2”H	\$8.05	<ul style="list-style-type: none"> • Loose card inside • Spine is cracked • Front cover is completely detached
PH Logbook	Blue/Grey Clamshell Archival Rare Book Box FM – RBP ₁ -BG Interior Size: 5 3/4WX 8 1/4LX 2”H	\$6.95	<ul style="list-style-type: none"> • 2 Loose Pages • Ink and typed pages
3 Scrapbooks 1940’s-50’s 1960’s 1970’s	(2) Blue/Grey Barrier Board Drop-Front Deep Lid Archival Print Box ZZ-PB12164 Interior Size: 12 1/2W x 16 1/2L x 4”H (1) Blue/Grey Barrier Board Drop-Front Deep Lid Archival Print Box ZZ-PB12164 Interior Size: 12 1/2W x 16 1/2L x 5”H	\$30.40 \$17.55	<ul style="list-style-type: none"> • Many pages in 1940’s-1950’s and 1960’s newspaper scrapbooks are brittle and deteriorating • 1940’s-1950’s and 1960’s scrapbooks should be handled with great care, if at all • Many loose articles in 1950’s, 1960’s scrapbooks • Some pamphlets, photos and cards throughout • 1970’s scrapbook is in good condition
125 Photos	Part #: PPCC Gaylord® 3" O-Ring Preservation Box Album 4 mil Polypropylene Album Pages for 8 x 10" Prints (25-Pack) x3 Part #: PP81025-2	\$25.55 \$35.85	<ul style="list-style-type: none"> • Photos should be scanned • Use scanned copies for display • Album sleeves must be archival quality • Non-archival quality products will cause these photos to adhere to the inside of the sleeves
Shipping and Processing		\$26.96	
Total		\$1070.71	

ATTACHMENTS (OPTIONAL)

If pertinent please include one page of images or drawings.

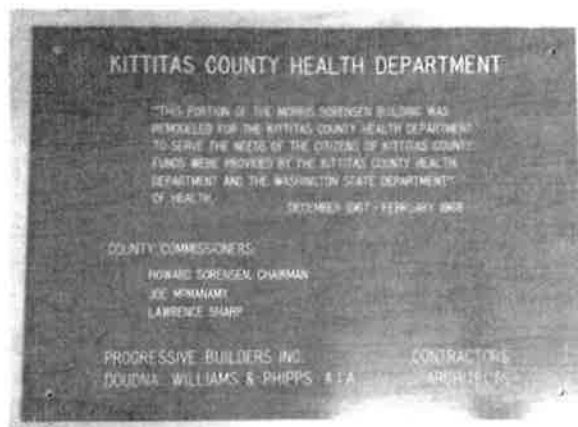


Fig. 1 Health Department Placard

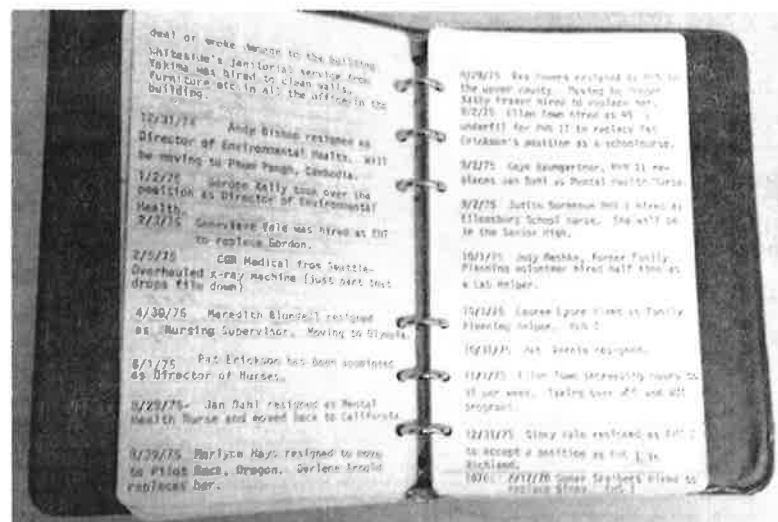


Fig. 2 Public Health Department Logbook

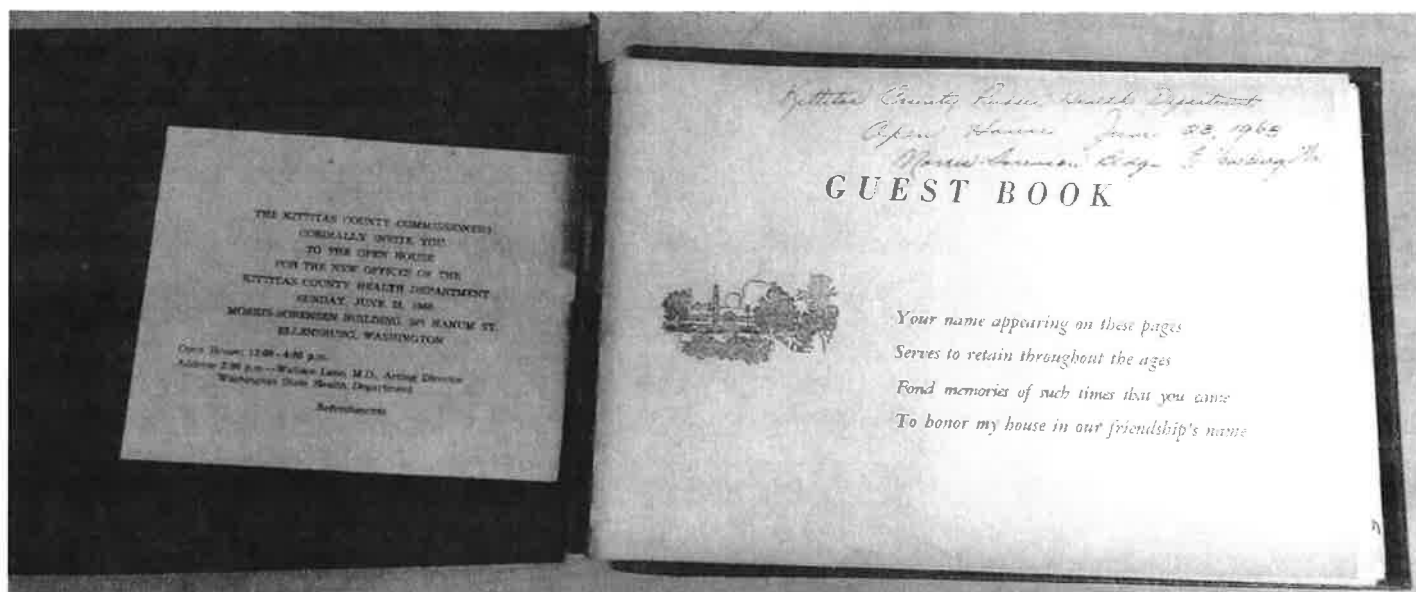


Fig. 3 1968 Guestbook



Fig. 4 Photos

RECEIVED

NOV -4 2014

1st ____ 2nd ____ 3rd ____
KITITAS COUNTY BOARD OF COMMISSIONERS