

RECIPIENT: Marysville Historical Society
CONTACT PERSON: Peter Condyles, Vice President
ADDRESS: 6805 Armar Rd., Marysville, WA 98270
FEDERAL TAX ID / EIN NUMBER: 237449874
TELEPHONE: (425) 501-6578
COUNTY DEPARTMENT: Kara Main-Hester, Office of Recovery
and Resiliency
TELEPHONE NUMBER: (425) 422-0632
PROJECT: ADA Access Improvements
AMOUNT: \$25,000.00
FUNDING SOURCE: General Fund
CONTRACT DURATION: February 9, 2022, through December 31, 2022.

COUNCIL DISTRICT GRANT AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and Marysville Historical Society a Washington nonprofit corporation (the "Recipient"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Project. The purpose of this Agreement is to provide grant funds on a reimbursement basis to the Recipient for the purpose of undertaking the project set forth in Schedule A, attached hereto and by this reference made a part hereof.

In consideration for the grant funds, Recipient promises that any work reimbursed by funds provided under this Agreement 1) be performed in accordance with generally accepted practices prevailing in the Western Washington region in the occupation or industry in which the work is performed and 2) be performed in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment funded by this Agreement shall be of good quality.

In consideration for the grant funds, the Recipient shall prepare and present reports and other information as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective when authorized and executed by both parties (the "Effective Date") and shall terminate on December 31, 2022 (the "Expiration Date"), PROVIDED, HOWEVER that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. This Agreement may be extended for up to one year at the County's sole discretion by written notice from the County to the Recipient.

3. Eligible Expenses; Reports.

a. Eligible Expenses. The County will reimburse Recipient for eligible expenses as and when set forth in Section 3b of this Agreement.

b. Invoices. The Recipient shall submit to the County a properly executed invoice for eligible expenses to be reimbursed under this Agreement, solely for those expenses set forth in Schedule A of the Agreement. Each invoice shall indicate the eligible expenses for reimbursement during the corresponding quarterly period(s), shall be in sufficient detail and with sufficient documentation to support the amount requested. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

c. Reports. In consideration of the grant funds provided under this Agreement and by no later than the dates indicated, the Recipient shall deliver a close out report to the County summarizing the expenses funded pursuant to this Agreement and how the grant funds have responded to a negative impact of COVID-19 pandemic in the particular County Council District and within Snohomish County as a whole. The close out report shall also include:

- A narrative description of the ADA access improvements made to the Museum's Cage Gallery including pictures of the improvements.
- Number of admission-free visits to the Museum during the contract duration through December 31, 2022.

Reports are due as follows:

- Date of Final Invoice: Close out report for the entire project

When the due date for a report falls on a non-business day, the report shall be due to the County by the close of the next business day. For the purposes of this section, "delivery" shall mean either physical delivery to the County by the due date, receipt by the County in electronic format by the due date or a postmark showing the report was mailed to the County by no later than the due date.

If physically delivered or mailed, reports shall be sent to:

Kara Main-Hester
3000 Rockefeller Ave., M/S 407
Everett, WA 98201

If transmitted by email, reports shall be sent to:

Kara Main-Hester
Kara.main-hester@snoco.org

The County may, by notice given to the Recipient hereunder, designate any further or different addresses to which subsequent reports shall be delivered.

d. Contract Maximum. Total reimbursable eligible expenses under this Agreement shall not exceed \$25,000.00

4. No Employment Relationship. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Recipient is not entitled to any benefits or rights enjoyed by employees of the County. The Recipient specifically has the right to direct and control Recipient's own activities set out in this Agreement. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Recipient, for any activities funded by this Agreement, shall furnish, employ and have exclusive control of all persons to be engaged in performing activities funded by this Agreement

(the "Recipient personnel"), and shall provide adequate and proper supervision. Such Recipient personnel shall for all purposes be solely the employees or agents of the Recipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Recipient personnel, the Recipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Recipient personnel when required by law.

The Recipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Recipient agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

Recipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Recipient and as to all duties, activities and requirements by the Recipient under this Agreement. The Recipient shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Capacity. The Recipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project set forth in Schedule A.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. Contact Persons. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Kara Main-Hester
Title: Chief Recovery and Resilience Officer
Department: Office of Recovery and Resilience
Telephone: (425) 422- 0632
Email: kara.main-hester@snoco.org

The assigned contact person (or project manager) for the Recipient for this Agreement shall be:

Name: Peter Condyles
Title: Vice President
Telephone: (425) 501-6578
Email: petertc123@yahoo.com

8. County Review and Approval. County shall review each invoice submitted by Recipient for compliance with eligible expenses set forth in Schedule A. If all expenses comply

with Schedule A, County will approve and reimburse the invoice within 30 days of receipt. If the County determines that an expense is not reimbursable, the County will notify Recipient within 10 days following its determination that the expense is not reimbursable. County may withhold payment of any invoice in the event Recipient fails to submit any required report or fails to perform any other obligation under this Agreement.

9. Records and Access; Audit; Ineligible Expenditures. The Recipient shall maintain adequate records to support its invoices. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Recipient. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Recipient that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Recipient, shall be refunded to the County by the Recipient within thirty (30) days of written request by the County. The Recipient shall use the funds that are the subject of this Agreement only for purposes set forth in this Agreement.

10. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Recipient shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Recipient. In addition, the Recipient shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Recipient or its subcontractors, and the Recipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Recipient.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered

hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

11. Insurance Requirements. The Recipient shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Recipient, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims-made basis. If coverage is approved and purchased on a "claims-made" basis, the Recipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 11, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Recipient under this Agreement. The Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Recipient shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Recipient in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

(ii) The Recipient's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Recipient's liability to the County and shall be the sole responsibility of the Recipient.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Recipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Recipient shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Recipient as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

12. County Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Recipient shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Recipient of the Recipient's compliance with the requirements of Chapter 2.460 SCC. If the Recipient is found to have violated this provision, or to have furnished false or

misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Recipient's obligations under other federal, state, or local laws against discrimination.

13. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Recipient shall ensure that no person shall on the grounds or race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the services, benefits, or facilities funded by this Agreement.

Recipient shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

14. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Recipient represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

15. Compliance with Other Laws. The Recipient shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

16. Compliance with Grant Terms and Conditions. The Recipient shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds this Agreement.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Recipient breaches any of its obligations hereunder and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement prior to the Expiration Date, in which case the County shall have the right to recover all amounts previously paid by the County pursuant to Section 3.

c. The County may terminate this Agreement prior to its Expiration Date upon fifteen (15) business days' written notice to the Recipient for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the invoices submitted under this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Recipient provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 18, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Recipient (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

19. Notices. Except as provided for the reporting and invoicing purposes set forth in Section 3 hereof, all notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Kara Main-Hester
3000 Rockefeller Ave., M/S 407
Everett, WA 98201

If to the Recipient: Peter Condyles
6805 Armar Rd.
Marysville, WA 98270

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

20. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Recipient are needed for the County to respond to a request under the Act, as determined by the County, the Recipient agrees to make them promptly available to the County. If the Recipient considers any portion of any record provided to the County under

this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Recipient shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Recipient and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Recipient (a) of the request and (b) of the date that such information will be released to the requester unless the Recipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Recipient fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Recipient to claim any exemption from disclosure under the Act. The County shall not be liable to the Recipient for releasing records not clearly identified by the Recipient as confidential or proprietary. The County shall not be liable to the Recipient for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

21. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

22. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

23. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

24. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Recipient. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

25. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

26. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

27. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Recipient, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Recipient, as the case may be.

28. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

29. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on and the same Agreement.

(Signature page to follow)

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

RECIPIENT:

Marysville Historical Society

By Megan Dunn

Name: Megan Dunn

Title: Snohomish County Council Chair

By Peter Condyles

Name: Peter Condyles

Title: President

Approved as to Insurance and Indemnification Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.05.09 08:40:57 -07'00'

Risk Management

COUNCIL USE ONLY	
Approved	<u>6/1/2022</u>
ECAF #	<u>2022-0525</u>
MOT/ORD	<u>Motion 22-221</u>

**Schedule A
Project Description**

The Marysville Historical Society provides the public with educational opportunities relating to the history of the Marysville area, increasing tourism in the area while preserving local history for future generations. Because of the COVID-19 pandemic, this organization has experienced significant financial strain and was required to be closed as part of public health directives. The Marysville Historical Society owns and operates a museum (the “Museum”) located at: 6805 Armar Road, Marysville, WA, 98270.

Recipient’s Project is to construct ADA access improvements to the flooring of the Museum so that elderly and disabled visitors requiring wheelchair and/or electric scooter access may visit the North Gallery that has hence been named the Cage Gallery. The gallery showcases historical artifacts.

Consideration for the public: In addition to constructing the ADA access improvements and in consideration of receiving the grant funds described herein, the Marysville Historical Society shall provide free access to the Museum’s main exhibits to Snohomish County residents through December 31, 2023.

The Recipient may only receive reimbursement according to the following:

1. The Recipient will be reimbursed by the County for eligible expenses incurred in executing the Project, pursuant to the Agreement, in an amount not to exceed the Contract Maximum of \$25,000.00.
2. Eligible expenses for which Recipient may request reimbursement:
 1. Supplies and materials used to construct ADA access improvements to the flooring of the Museum’s Cage Gallery. Labor will not be reimbursed.
 2. Supplies, materials and program expenses that support low- or moderate-income individuals or people experiencing a disability.
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the Recipient seeks reimbursement.

PROJECT BUDGET		
ITEM	COUNTY	MATCH
1. ADA Access Improvements and/or program expenses as described above	\$25,000	N/A
Total	\$25,000	N/A