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CITY OF TENINO

COUNTY COMMISSIONERS

Carolina Mejia-Barahona
District One
Gary Edwards
District Two
Tye Menser
District Three

**COMMUNITY PLANNING &
ECONOMIC DEVELOPMENT DEPARTMENT**

Joshua Cummings, Director

Creating Solutions for Our Future

March 31, 2022

Wayne Fournier
City of Tenino
PO Box 4019
Tenino, WA 9589

Dear Mr. Fournier,

I am pleased to inform you that the Thurston County Board of Commissioners approved the Historic Commission's recommendation to award the City of Tenino \$5,000.00 in support of its Tenino Depot Restoration Project. This funding is to be used for the expenditures related to the referenced project and cannot be used for other purposes.

Attached please find two original Thurston County Heritage Grant Program Agreements, Scope of Work and Reimbursement Form (Attachment A) for your approved project. Please sign and return both original copies of the Agreements for County signature. One signed original Agreement will be returned to you.

Please provide the County proof of insurance to show you are meeting section eight of the Agreement.

Please note that the Heritage Grant Program is a reimbursement program of the approved expenditures. To request reimbursement, complete and return the attached form (Attachment A). A progress report or final report must be attached to the reimbursement request per the instructions on Attachment A. **Please note that within 90 days of the completion of your project you must provide a completed Attachment A and Final Report.**

A progress report will be requested in June. If you are unable to complete your project by the end of the year you may request a one-time six month extension. If requested, an extension request form will be mailed to you in November and must be returned with your request by December 1st. Those receiving a six month extension will be unable to apply for grant funding the following year.

Good luck as you proceed with your organization's project. If you have any questions please contact Sonja Cady at 360-867-2117, or by email at sonja.cady@co.thurston.wa.us.

Sincerely,

Sonja Cady
Historic Commission Staff
CPED Department

cc: Patty Roseto, Commissioner's Office

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-22-002 COT

THIS AGREEMENT is made and entered into this 1st day of April, 2022, by and between Thurston County, Washington, hereinafter called GRANTOR, and City of Tenino, 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:

THURSTON COUNTY HERITAGE GRANT PROGRAM

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.

THURSTON COUNTY HERITAGE GRANT PROGRAM

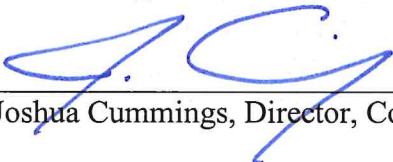
15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

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 April, 2022.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF TENINO

Wayne Fournier, Mayor

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

**THURSTON COUNTY HERITAGE GRANT PROGRAM
REIMBURSEMENT REQUEST AND REPORTING FORM**

THURSTON COUNTY HERITAGE GRANT PROGRAM

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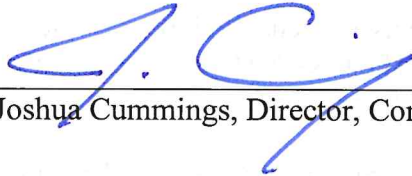
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DATED this 1st day of April, 2022.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

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JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
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