



# Secretary of State

*Kim Wyman*

Legislative Building  
PO Box 40220  
Olympia, WA 98504-0220  
Tel: 360.902.4151  
[www.sos.wa.gov](http://www.sos.wa.gov)

October 8, 2021

Earlene Dillard  
City of Yakima Wastewater  
2220 E Viola Ave  
Yakima, WA 98901

Dear Earlene,

Congratulations on your selection as one of the award recipients of the 2021-2022 Washington State Archives Local Records Grant Program. An overwhelming 91 applications were received this grant cycle, requesting a total of \$2,047,569.

Due to the volume of quality requests, we were not able to fund all of the worthy projects submitted, but the Archives Oversight Committee has recommended that your **Organizing the File Room (2021-2022)** grant proposal receive up to **\$16,102.85**. I encourage you to continue working with Washington State Archives staff to answer any questions you may have regarding your project.

To accept your award, please e-mail [recordsmanagement@sos.wa.gov](mailto:recordsmanagement@sos.wa.gov) or send a letter of acceptance to Steve Excell, Washington State Archives, PO Box 40238, Olympia, WA, 98504-0238. Once your acceptance letter is received, you will be sent a Grant Agreement requiring your signature. **No funds may be promised or expended prior to receiving the executed grant agreement from my office.**

I am very pleased to award this grant to your agency and I look forward to the successful completion of your very worthwhile project.

Sincerely,

KIM WYMAN

Secretary of State

STEVE EXCELL

State Archivist

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

This Grant Agreement (this "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 "OSOS"), and **City of Yakima Wastewater** (hereinafter referred to as "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 processes, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program (hereinafter referred to as the "Program"); and

WHEREAS, the Program was established to provide funds to local entities to accomplish the Program's purposes; and

WHEREAS, by virtue of a competitive process, Grantee was conditionally identified for award of the Grant Amount (as hereinafter defined); and

WHEREAS, OSOS and Grantee desire to set forth in detail the terms and conditions governing the award and disbursement of the Grant Amount to Grantee.

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:

**1. STATEMENT OF WORK**

Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work. Grantee will perform the work as described in the Award Determination attached hereto as Exhibit A and incorporated herein by this reference.

The Program requires both the narrative and financial components of Program progress reports be completed during the project period. Documentation of expenditures is required. Grantee shall submit reports to:

Marnie McGrath, Coordinator  
Local Records Grant Program  
Washington State Archives  
1129 Washington St SE  
Olympia, WA 90504-0238

Upon completion of the project work and prior to disbursement of the Grant Amount, Grantee shall participate in a survey conducted by OSOS.

**2. PERIOD OF PERFORMANCE**

Subject to the other provisions of this Agreement, the period of performance of this Agreement shall commence on date of execution and be completed no later than **12/2/2022**, unless terminated sooner as provided herein.

**3. PAYMENT**

No grant funds will be disbursed in advance to Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, and Grantee's compliance with the other terms and conditions of this Agreement, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. Subject to the other provisions of this Agreement, this grant is not to exceed the amount of **\$16,102.85** (the "Grant Amount") as set forth on Exhibit A.

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 and Grantee's compliance with all other terms and conditions of this Agreement. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-7266 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 this Agreement shall be disallowed. Should Grantee incur costs prior to the effective date of this Agreement, it does so at its own risk. WAC 434-670-020.

#### **4. RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE**

Specific accounting requirements for the 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.
- Grantee is responsible to adhere to its own applicable purchasing policies and requirements.
- Grantee must participate in a survey conducted by OSOS following completion of the project work.

#### **5. GRANT MANAGEMENT**

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Agreement. Invoices shall be sent to the OSOS Project Manager. Should questions arise during the processing of invoices, send inquiries to [payables@sos.wa.gov](mailto:payables@sos.wa.gov).

**Earlene Dillard**

**City of Yakima Wastewater**  
**2220 E Viola Ave**  
**Yakima, WA 98901**  
**509-249-6811**  
**[earlene.dillard@yakimawa.gov](mailto:earlene.dillard@yakimawa.gov)**

**Marnie McGrath**

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: [marnie.mcgrath@sos.wa.gov](mailto:marnie.mcgrath@sos.wa.gov)

#### **6. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this 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 Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

## **7. EXCEPTIONAL CIRCUMSTANCES**

In the event of exceptional circumstances as determined by OSOS in its sole discretion, the funds available for the work to be performed under this Agreement may be increased by an amount not to exceed 10% of the original Grant Amount, and the period of performance may be extended by up to 30 days beyond the original period of performance stated in this Agreement. The parties agree that such an increase in available funds or extension of time due to exceptional circumstances shall not require a formal amendment to this Agreement, but instead may be effectuated by OSOS after notice to Grantee.

## **8. TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **9. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this 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 the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

The rights and remedies of 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 Agreement. Except as otherwise provided in this 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 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.

## **10. GOVERNANCE**

In the event of any inconsistency in the terms of this 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 Agreement and any and all attached exhibits

## **11. GOVERNING LAW**

This 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 Agreement.

**CITY OF YAKIMA WASTEWATER**

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Authorized Signatory  
Print Name: Bob Harrison  
Title: City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheri Nelson  
Deputy Secretary of State

\_\_\_\_\_  
Date

APPROVED AS TO FORM

Attorney General's Office

GRANT # 2021CN642

OSOS Contract No. G-7266

## EXHIBIT A

**AWARD DETERMINATION**  
CITY OF YAKIMA WASTEWATER

The following table illustrates the grant budget as proposed by your agency - with the items that were funded, and the items that were awarded with conditions.

| Budget Item   | Amount Requested | Amount Funded      | Stipulations/Conditions  |
|---|------------------|--------------------|--|
| Temporary Personnel/ Supplies/ Destruction Services | \$16,102.85      | \$16,102.85        | <p>Increased hours for existing part-time staff, boxes, shelving, and records destruction services required to inventory and organize the agency's paper/analog records, and to disposition any paper/analog records that have met minimum required retention period.</p> <p>Upon approval from Washington State Archives, Agency may reallocate funding to cover:</p> <ul style="list-style-type: none"> <li>• File cabinets</li> <li>• Washington State Archives boxes</li> <li>• Other supplies necessary for project</li> </ul> <p>Funds will not be used for any ineligible expenses, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Existing FTE hours</li> <li>• Overtime hours (any time exceeding 40 hours per week)</li> <li>• Any staff time spent: <ul style="list-style-type: none"> <li>○ scanning/digitizing records</li> <li>○ organizing digital records</li> <li>○ responding to public records requests</li> </ul> </li> <li>• Capital improvements</li> <li>• Non-Washington State Archives records boxes</li> <li>• Unapproved shelving</li> </ul> <p><b><i>All reimbursement requests to be submitted by December 2, 2022.</i></b></p> |
| <b>TOTAL</b>  |                  | <b>\$16,102.85</b> | Not to exceed amount listed.   |