



Neighborhood Pathways Program

Public Works Transportation

City of Olympia | Capital of Washington State

Grant Agreement

THIS AGREEMENT, between the City of Olympia, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as "Grantee."

WHEREAS, the City wishes to encourage the development of pathways that connect people and neighborhoods, to enhance recreational opportunities, promote mobility throughout Olympia, and bolster citizen investment in their community; and

WHEREAS, RCW 35.21.278 permits public entities to reimburse a service, community, or other similar organization for making public improvements to a public area as a community or neighborhood project, without regard to competitive bidding laws; and

WHEREAS, RCW 35.21.278 provides that the consideration to be received by the public entity through the value of the improvements, artworks, equipment, or maintenance shall have a minimum value of three times that of the payment by the public entity to the contracting organization; and

WHEREAS, RCW 51.12.050 provides that a public entity may partner with volunteer groups and businesses to engage in community improvement projects to benefit the public entity provided the public entity pays the Industrial Insurance premiums and assessments required under Title 51, and provides prospective donors and participants written notice of the risks and responsibilities to be assumed by the public entity and the donors or participants in writing, and the donors and participants acknowledge such risk in writing; and

WHEREAS, the Grantee agrees to coordinate all things necessary to complete the Work according to the terms and conditions outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, the parties agree as follows:

1. **SCOPE OF WORK**. The Grantee shall perform the "Work" as outlined below and in Grantee's application, **Attachment "A"**, incorporated herein by reference.

- _____ ; and
- _____ ; and
- _____

The City will perform the work outlined below and in Grantee’s application, **Attachment “A”**, incorporated herein by reference:

- ;
- ;
- ;
- .

2. **COORDINATION WITH THE CITY.** Grantee shall coordinate with the City before beginning the Work and throughout the project, to ensure that the Work to be performed meets all City requirements. Grant funding is expressly contingent on such coordination.
3. **GRANT FUNDING.** Grantee funding is provided to reimburse those expenses proposed in Grantee’s application that are approved as outlined below:

Project Funding Item	Not to Exceed Dollar Amount
Liability Insurance	\$
Design	\$
Labor	\$
Materials	\$
Tax	\$
Contingency	\$
Total Grant Funds Requested	\$
Donated by	\$
City Costs	\$
Total Value to the City	\$

4. **DISBURSEMENT OF GRANT FUNDS.** Grantee shall present receipts and other documentation that clearly shows the amount spent by Grantee and the purpose of the expense, accompanied by a completed Grant Expense Form, as provided in **Attachment “B”**.

Grant funds shall be used only for the Work approved in this Agreement for the grant period for which the Agreement is in effect. No grant funds shall be diverted to any other person or used for any other purpose.

5. **COMPLETION OF PROJECT.** The project shall be completed on or before the expiration of the Term of Agreement.
6. **PROGRESS REPORTS TO CITY.** The Grantee will submit any information requested by the City regarding the Work to be accomplished under this Agreement.

7. RULES FOR PERFORMING VOLUNTEER WORK ON CITY PROPERTY. Grantee shall ensure that:

- Each volunteer sign the Volunteer Agreement and receives a copy of the Volunteer Manual as referenced in **Attachment “C” and Attachment “D”** respectively, before beginning work; and
- None of the volunteer perform work for which they are not qualified or for which they are not properly trained; and
- Construction of the Pathway is to City standards and is in compliance with all City codes, which includes but is not limited to obtaining all necessary permits; and
- Grantee’s lead (supervisor) agrees to the supervision of the volunteers; and
- Grantee’s lead supervises the activities of all the individuals in the group who will be performing and that volunteer activities only extend to performance of the activities outlined in Paragraph 1 and **Attachment “A”**, and the approved by the City; and
- Volunteers perform work in a responsible manner, using safety and protective equipment appropriate for such work; as outlined in the Volunteer Manual; and
- None of the volunteers perform any work under the influence of any drugs or alcohol and
- No work is performed by anyone under the age of eighteen (18); and
- Provide the City with a roster of individual participants, which includes the names, statement that participant is over age 18, and date/time/hours worked; and;
- All incidents and injuries are immediately reported to the City;
- Volunteer Time Sheets, **Attachment “E”**, are completed and reported to the City on a monthly basis;
- The Project is properly maintained for a period of four (4) years. Maintenance includes:
 - Keep pathway and fence free and clear of vegetation;
 - Keep pathway clean and free of trash and debris.

8. EQUAL OPPORTUNITY TO PARTICIPATE IN VOLUNTEER ACTIVITIES. In all activities made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Grantee against any person based on any status protected by law, except where a disability prevents or substantially limits the performance of essential functions required to accomplish the work.

9. AGREEMENT REPRESENTATIVE/NOTICES: All communication under this Agreement shall be addressed and delivered to:

GRANTEE:
Neighborhood Association:
Address:
Telephone Number:
E-Mail:

CITY CONTACT: MICHELLE SWANSON, Senior Program Specialist
Public Works Transportation
Address: PO Box 1967 Olympia, WA, 98507-1967
Telephone Number: 360.753. 8575
E-Mail: mswanson@ci.olympia.wa.us

10. RECORDS. Grantee agrees to maintain in good condition all records related to its activities related to this Agreement and shall make such records available to the City upon request. Grantee understands that records submitted to the City are subject to the Washington Public Records Act under 42.56 RCW and may be disclosed to the public upon request.
11. INDEMNIFICATION. The Grantee hereby agrees to indemnify, defend and hold the City of Olympia, its officers, officials, and employees, harmless from all claims, suits, actions, liability, or damage of every kind and character arising out of or in any way connected with the actions of Grantee or its volunteers in performing the activities on or related to this Project. This section shall survive the expiration or termination of this Agreement.
12. INSURANCE. Liability insurance of at least one million dollars (\$1,000,000) is required to cover the activities, volunteers, and work provided for in this Agreement. A copy of the certificates of said insurance, together with the endorsement, naming the City as an "additional insured" must be submitted to the City prior to Grantee's performance of any Work. For any vehicles used in performing work on the project, auto insurance in the minimum amount required by state law is also required.
13. TERM of AGREEMENT. This Agreement shall begin on the date of the last authorizing signature affixed hereto and shall terminate when the project concludes or September 30, 2014, or when terminated by the City, whichever event occurs earlier.
14. GRANTEE MUST COMPLY WITH ALL LAWS/REGULATIONS. The Grantee shall comply with all applicable laws and regulations in performing work on the Project.
15. ACCEPTANCE OF NONPERFORMANCE NOT A WAIVER. The parties agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provision of the Agreement.
16. VOLUNTEERS ARE NOT EMPLOYEES OF THE CITY. Grantee and the other volunteers on the project understand that they are not employees of the City and the City is not obligated to pay employee wages, sick leave, vacation pay, or any other benefit of employment. If timely reported by Grantee, the City agrees to report volunteer hours on the project to be included in the City's reported hours for industrial insurance coverage pursuant to RCW 51.12.050.
17. DISPUTES. All disputes or controversies that arise between the parties with respect to the performance, obligations, or rights of the parties under this Agreement, or any alleged breach, shall first be brought to the attention of the other party in writing, with a proposal

for resolution. The City Manager shall decide the dispute. If the issue remains unresolved, an action may be brought in the appropriate Thurston County Court within thirty (30) days of the City Manager's decision.

18. AMENDMENT. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by an authorized representative of each party.
19. FULL FORCE AND EFFECT: SEVERABILITY. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with state law, the conflicting portion or provision shall be deemed inoperative and null and void, and shall be deemed modified to conform to legal requirements.
20. ASSIGNMENT. Grantee shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City.
21. TERMINATION. The City may terminate this Agreement at any time if, in the City's sole discretion, the Grantee fails to comply with any of the terms contained herein.
22. ENTIRE AGREEMENT: This Agreement, along with any attachments incorporated by reference (upon full execution), constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall bind either party, except a properly executed amendment to this Agreement.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

CITY OF OLYMPIA

Mark Russell, P.E.
Director of Transportation
Public Works Department

Date

Approved as to form:

City Attorney

Date

NEIGHBORHOOD GROUP

I hereby certify that I am authorized by law to sign this Agreement, which shall legally bind the Grantee to its terms.

Signature of Grantee

Date

Printed Name of Authorized Signatory for Grantee