



COMMUNITY DEVELOPMENT SPECIAL PROJECT GRANT CONTRACT

This CONTRACT is made and effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Grantee identified in the Basic Provisions below ("*Grantee*"). This Contract includes the Basic Provisions and the attached General Provisions. The City Council has authorized the City to expend monies for the project specified in this Contract in accordance with the provisions of this Contract.

BASIC PROVISIONS	
Award Year	2024
Grantee	Evergreen Arboretum and Gardens
	3524 Federal Avenue
	Everett, WA 98201
	Contact Name: Eileen Simmons
	Esimmons_77@yahoo.com
Project	Grant funds to support Wintertide Lights; garden improvements to the Small Tree Walk; art sculpture and garden improvements to the Backyard Garden.
Contract Number	CRF-2024-06
Project Period	Beginning Date: February 1, 2024
	Completion Date: February 28, 2025
Maximum Reimbursement Amount	\$50,000.00
Request for Reimbursement Deadline Date	March 8, 2025

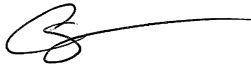
<p>Additional Provisions</p>	<p>The City and Grantee are also parties to the Memorandum of Understanding dated July 7, 2023, as amended by Amendment No. 1 (as amended, the "MOU"). The MOU concerns Grantee's arboretum work at American Legion Memorial Park, which is defined in the MOU. Grant funds from this Contract will be used for MOU work. This is pursuant to RCW 35.21.278. Full compliance by Grantee with the MOU is required for reimbursement under this Contract. In the event of conflict between the provisions of this Contract and the provisions of the MOU, the provision most stringent on the Grantee prevails.</p>
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END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

EVERGREEN ARBORETUM AND GARDENS



Cassie Franklin, Mayor

Signature: Eileen D. Simmons

Name of Signer: Eileen Simmons

Signer's Email Address: Esimmons_77@yahoo.com

Title of Signer: President

04/02/2024

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
NOVEMBER 2, 2023

**ATTACHMENT
SPECIAL PROJECT CONTRACT
(GENERAL PROVISIONS)**

I. Project Scope of Services

A. The Grantee shall perform or cause to be performed the project generally described in the Basic Provisions. This project is more specifically described in AmpliFund under the Contract Number referred to in the Basic Provisions. The project as described in AmpliFund is referred to in this Contract as the "Project." AmpliFund is the City's online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from the Grantee as needed for City monitoring.

B. The City agrees to reimburse the Grantee an amount not to exceed that amount described in Section III of this Contract. Such funds shall be expended during the Project Period as described herein in accordance with the provisions of this Contract and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.

C. Residents of the City of Everett, Washington must benefit from the Work funded in accordance with this Contract. For the purposes of this Contract, a resident of the City of Everett is a person who resides within the city limits established by the City's Planning and Zoning maps.

II. Time of Performance

A. The term "Project Period" as used in this Contract means the period of time between the beginning date stated in the Basic Provisions and the completion date stated in the Basic Provisions.

B. Grantee shall commence work on the Project within thirty (30) days of the date of execution of this Contract. Grantee shall work expeditiously, diligently and continuously to complete the Project to the reasonable satisfaction of the City on or before the end of the Project Period.

III. Compensation

A. Subject to the terms and conditions of this Contract, the City shall reimburse the Grantee a sum not to exceed the Maximum Reimbursement Amount (stated in the Basic Provisions) for undertaking the Project. Any funds not paid to the Grantee within the Project Period shall remain the property of the City and the Grantee loses all legal entitlement to such funds. **Requests for Reimbursement must be received by the City no later than Request for Reimbursement Deadline Date (stated in the Basic Provisions) to qualify for payment under this Contract.**

B. The Grantee will be paid in accordance with the terms and conditions of this Contract and in accordance with the projected budget set forth for the Project in Amplifund and incorporated herein by reference.

IV. Personnel

A. The parties intend that an independent Grantee relationship will be created by this Contract. The City is interested only in the results to be achieved. The implementation of the Projects will lie solely with the Grantee. No agent, employee, or representative of the Grantee shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Grantee are not entitled to any of the benefits the City provides for City employees. The Grantee will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Contract.

B. The Grantee shall provide all personnel required to perform the Project under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

C. The Grantee shall be responsible for total supervision of the Project.

D. **The "Grant Manager" for the Project will be assigned by the Grantee in AmpliFund at the beginning of the Project Period.** The Grant Manager may be changed by the Grantee, but only upon written notice to the City's Community Development Manager. **The Grant Manager shall be responsible for executing request for fund reimbursements, known as "Pay Requests," in AmpliFund.**

E. No member of Grantee's governing body or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

V. Subcontracting and Assignability

None of the Project work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Everett Community Development Manager. Grantee shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City of Everett Community Development Manager.

VI. Grant Management Software

A. The City has contracted with a third party, AmpliFund, for online grant management. AmpliFund is the formal portal for primary submission of grant materials to the City. The City agrees to maintain appropriate licensing and software during the Project Period for ongoing use of grant management with AmpliFund.

B. Grantee agrees to maintain an active user registration for the subrecipient award portal and take all other actions necessary for Grantee to implement this Contract and the Project with AmpliFund. If Grantee does not comply with this for any reason, the City may refuse to pay Pay Requests until the Grantee is in full compliance. All items for reimbursement,

including but not limited to Expense Reporting and Pay Requests with supporting backup documentation, must be submitted through AmpliFund. The Grantee is responsible for identifying a Grant Manager, responsible for submitting Pay Requests on behalf of the organization, and responsible to add additional users as needed.

C. The City cannot access Grantee accounts in AmpliFund and is not responsible for Grantee user portal roles and/or registration. If Grantee encounters problems using AmpliFund, Grantee must refer all questions to AmpliFund. The City will not provide service support for Grantee's AmpliFund use; that is the sole responsibility of Grantee.

VII. Public Records Act

Grantee acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Grantee. Records subject to the Act may include without limitation all information or other records submitted into AmpliFund by Grantee. Grantee shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Grantee shall deliver to the City copies of (or access to) all records relating to this Contract or relating to the Project that the City determines qualify as the City's public records under the Act.

VIII. Reports, Payment and Disbursements

A. Grantee shall fill out and submit to the City, in AmpliFund, requests for reimbursement for the period in which expenses are incurred.

B. Disbursements by the City from this Contract shall be on a reimbursement basis covering actual expenditures by the Grantee or obligations of the Grantee currently due and owing, but not paid. Disbursements shall be limited to allowable costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Contract:

(1) Receipt by the City of a reimbursement request in AmpliFund through Pay Requests and supplemental Expense Reports that are supported by copies of vouchers, invoices, salary and wage summaries, or other acceptable documentation; and

(2) A determination by the City that the Grantee is in compliance with all Contract provisions.

C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or withhold payments pending timely delivery of documents as may be required under this Contract.

IX. Documents and Records

A. All plans, reports, maps and any other document published or otherwise completed as a part of this Contract shall be made available to the City for inspection upon request by the City.

B. All documents and records maintained by the Grantee in connection with the Project shall be made available for inspection upon request by the City.

X. Ownership of Project Materials

A. Except as otherwise provided in this Contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Grantee under this Contract shall be the property of the Grantee.

B. No report, device, thing or document of whatever kind or nature produced in whole or in part under this Contract shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the other.

C. When capital assets or equipment acquired with Contract funds are sold or cease to be used for lawful purposes defined in this Contract, the undepreciated or resale value thereof (whichever is higher) shall be paid to the City in the same proportion as Contract funds were utilized to acquire such property.

XI. Termination

A. The City may terminate this Contract at any time with or without cause by giving written notice to the Grantee and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Grantee under this Contract shall then be delivered to the City and become the property of the City. If the Contract is terminated in this manner for other than material breach, the City shall pay the Grantee for obligations incurred in accordance with the terms of this Contract through the effective date of termination.

B. The City may terminate this Contract in the event that, for any reason, funds are not available to the City for the purpose of meeting the City's obligation hereunder.

C. Notwithstanding any other provision of this Contract, the Grantee shall not be relieved of liability to the City for costs, if any, assessed against the City as a result of Grantee's actions or failure to act under this Contract. The City may withhold payment to the Grantee for the purpose of setoff until the exact amount of any such costs is determined.

XII. Hold Harmless Provision

A. Except as otherwise provided in this section, the Grantee hereby agrees to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to (1) any breach of this Contract or (2) any negligent or intentional acts, errors, omissions, or conduct by Grantee (or its employees, agents, representatives subcontractors/subconsultants) relating to this Contract. The Grantee is obligated to defend and indemnify and hold harmless the City pursuant to this section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Grantee's duty to defend and indemnify and hold harmless pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Grantee. The Grantee shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives

and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Grantee employs or engages subconsultants or subcontractors, then Grantee shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Grantee pursuant to this section.

B. The Grantee agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City unless otherwise specifically stipulated in this Contract.

C. Grantee shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and the Grantee agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

D. The Grantee shall maintain during the term of this Contract commercial general liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Grantee shall provide the City with a certificate of insurance in a form acceptable to the City and an endorsement naming the City, its officers, employees and agents as additional insureds prior to commencing any work under this Contract. If deemed appropriate by the City, Grantee shall also maintain professional liability insurance in a form acceptable to the City, in an amount not less than \$1,000,000 per occurrence.

XIII. Complete Agreement

A. This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

B. The City or Grantee may from time to time request changes in the scope of the services to be performed or the Project undertaken hereunder. Such changes which are mutually agreed upon by and between the City and the Grantee shall be incorporated in written amendment to this Contract. The City may unilaterally adjust budget items within Amplifund, and such adjustments are deemed to amend this Contract without need for a separate amendment.

C. This Contract may only be changed by a written agreement explicitly stating it is intended to change this Contract and signed by authorized representatives of the parties hereto; provided, however, that changes in budget items which do not result in an increase in

the Contract amount, time extensions granted for the completion of performance, and changes in the scope of Grantee's services or projects which do not alter the basic Project purpose may be authorized by the Mayor or designee without the need for City Council approval.

XIV. **Venue**

Venue for any lawsuit arising out of this Contract shall be in Snohomish County, Washington. The laws of the State of Washington shall govern this Contract.

XV. **Non-Waiver**

The City's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

XVI. **Signature**

This Contract and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Contract or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS











COVID Relief Grant for Evergreen Arboretum_3.29.24_SD

Final Audit Report

2024-04-02

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Agreement completed.

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