

**STATE OF WASHINGTON  
DEPARTMENT OF AGRICULTURE, FAIRS PROGRAM**

**INTERAGENCY AGREEMENT**

**Number: K984**

This Interagency Agreement is entered into by and between **Pacific County**, a county within the State of Washington, (hereinafter referred to as the Contractor) and the **Washington State Department of Agriculture** (hereinafter referred to as the Department).

RECITALS:

1. The Department has the statutory authority to administer the Fairs Program under RCW 15.76, the Agricultural Fairs, Youth Shows, Exhibitions Act; and
2. The Department is also given the responsibility to administer funds for capital projects for those entities qualifying under RCW 15.76.165; and
3. The Washington State Legislature established a one-time appropriation for the 2011-2013 biennium to make grants for capital projects that make health or safety improvements to agricultural fair grounds or fair facilities in order to benefit participants and the fair-going public; and
4. The enabling statute also provides that local governments and nonprofit organizations may apply to the director for grants of capital funding available on a competitive basis (RCW 15.76.165).

NOW, THEREFORE, the parties hereto agree as follows:

1. FUNDING

The funds to be reimbursed to the CONTRACTOR hereunder shall be a sum up to, but not to exceed thirteen thousand one hundred twenty-five dollars (\$13,125).

2. STATEMENT OF WORK

- a) Funds awarded under this performance-based Interagency Agreement shall be used solely for a capital improvement project at the Contractor's fair facility located at #5 Fair Lane, Menlo, WA 98561.
- b) The Contractor shall perform in accordance with the terms and conditions of this Interagency Agreement and the following exhibit; which, by this reference, is made a part of this Interagency Agreement:

EXHIBIT A - Application for Special Assistance Grant Funds on behalf of the Contractor

- c) All applicants who receive grant funds must follow applicable procurement procedures.

3. SPECIAL CONDITION(S)

During the period of this contract and for a period of three (3) years following termination of the Interagency Agreement, the Contractor agrees in consideration for the funding received under this Interagency Agreement to provide one or more of the following Community Benefits:

- a) To use the project/capital facility in public interest in the course of holding an agricultural fair as defined by RCW 15.76.110(1).
- b) To charge reasonable standard admission fees for general public admission to the agricultural fair, if applicable, and to the extent possible, provide discount or free admission to special populations such as military families, foster families, student groups, seniors, babies and toddlers.
- c) Provide for access to the fair and its exhibits and programs to persons of differing abilities.
- d) Where possible, making the fairground or fair facility available for rental at reasonable or discounted cost for educational or public programs benefitting the public interest.
- e) Provide space for charity and other nonprofit community organizations to conduct fundraising and/or educational activities.
- f) Support other local groups and programs with similar interests in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays and demonstrations designed to train youth.

4. CONTRACT PERIOD

- a) The effective date of this Interagency Agreement shall be the date of the last signature of the contracting parties.
- b) Unless terminated earlier pursuant to provisions of this contract, the termination date shall be July 31, 2013.

5. REIMBURSEMENT AND DOCUMENTATION OF MATCHING FUNDS OR IN-KIND

Upon completion of the capital improvement project, the Contractor shall provide documentation up to and including receipts to the Department which detail up to the amount to be reimbursed for the project outlined in Exhibit A in the amount stated in this Interagency Agreement, including documentation of the non-state matching requirements, if non-state matching was a part of the budget for the improvement outlined in Exhibit A. The Contractor shall provide a letter or attestation with any invoices submitted which document satisfactory performance of the agreement. Before and after photos of the project are encouraged. The Department will not reimburse invoices not accompanied by such document. **All documentation for reimbursement for final payment must be received no later than June 30, 2013 or the Contractor will not be reimbursed for the special project discussed herein.**

Instead of one invoice, the Contractor may submit invoices, documentation of satisfactory performance and proper receipts for reimbursement of expenses on a more frequent basis provided it is not more than once a month.

6. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

7. EVALUATION, REPORTING AND MONITORING

- a) The Contractor shall submit written documentation to the Department by December 31, 2012, confirming that the project will be completed by June 30, 2013, if the project has not yet been completed.
- b) The Contractor shall submit documentation to the Department when the project is completed and confirming that the terms and conditions of this Interagency Agreement have been met including a report of compliance with the Community Benefit provisions of Section 3.
- c) The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this Interagency Agreement, including an on-site inspection of the capital improvement project after its completion and prior to June 30, 2013.
- d) The Department or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours

and as often as the Department or the State Auditor may deem necessary, all the Contractor's records with respect to the matters covered in this Interagency Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Interagency Agreement. The contractors shall retain records for a period of six (6) years following completion of the project.

8. NONDISCRIMINATION PROVISION

- a) During the performance of this Interagency Agreement, the Contractor shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to RCW 49.60, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et. seq., the Americans with Disabilities Act (ADA).
- b) In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Interagency Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible under this Interagency Agreement. If that be deemed the situation, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the amount identified in this Interagency Agreement. The Contractor shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 21 of this Interagency Agreement.

9. CONTRACT MODIFICATIONS

The Department and the Contractor may, from time to time, desire to make changes to this Interagency Agreement. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes, and that any oral understanding or agreements not incorporated herein shall not be binding.

10. TERMINATION OF INTERAGENCY AGREEMENT

- a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Interagency Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Interagency Agreement, the Department shall thereupon have the right to terminate this Interagency Agreement and deny reimbursement of

special assistance funds to the Contractor if such default or violation is not corrected within twenty (20) days after the Department's submitting written notice to the Contractor describing such default or violation; Provided, that if more than twenty (20) days are required to correct any such default or violation and the Contractor has initiated appropriate corrective measures as reasonable determined by the Department, the Department will not terminate this Interagency Agreement for such default or violation.

- b) In the event the Contractor is unable to complete the capital project prior to June 30, 2013, in accordance with the terms and conditions as outlined in this Interagency Agreement, the Contractor will not receive reimbursement for the capital project outlined in Exhibit A in the amount stated in this Interagency Agreement.
- c) The Department has the right to terminate the Interagency Agreement by giving written notice to the Contractor at least ten (10) days before the effective date of termination. If this Interagency Agreement is so terminated, the Department is liable only for payments required under the terms of this Interagency Agreement for work completed prior to termination.

11. WAIVER

The Department's failure to insist upon the strict performance of any provision of this Interagency Agreement 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 right under this Interagency Agreement.

12. HOLD HARMLESS

- a) It is understood and agreed that this Interagency Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Interagency Agreement. Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Interagency Agreement. Each contract for services or activities utilizing funds

provided in whole or in part by this Interagency Agreement shall include a provision that the Department and the State of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

13. RECAPTURE PROVISION

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Interagency Agreement, the Department reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Interagency Agreement. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Department is required to institute proceedings to enforce this recapture provision, the Department shall be entitled to its costs thereof, including reasonable attorney's fees.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any real property improved or constructed with funds awarded under this Interagency Agreement and does not assert and will not require any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Interagency Agreement. This provision does not extend to claims that the Department may bring against the Contractor in recapturing funds expended in violation of this Interagency Agreement.

15. RELATIONSHIP BETWEEN THE PARTIES

The Contractor and its employees or agents performing under this Interagency Agreement are not deemed to be employees of the Department nor agents of the Department in any manner whatsoever, nor will they hold themselves out as nor claim to be officers or employees of the Department or of the State of Washington hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington.

16. GOVERNING LAW AND VENUE

This Interagency Agreement shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Interagency Agreement shall be the Superior Court of Thurston County, Washington.

In the event of an 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;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

17. SEVERABILITY

In the event any term or condition of this Interagency Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Interagency Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Interagency Agreement are declared severable.

18. ENTIRE AGREEMENT

This Interagency Agreement and all attachments hereto contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Interagency Agreement and attachments shall be deemed to exist or to bind any of the parties hereto.

19. SIGNAGE AND MARKERS

If, during the period covered by this Interagency Agreement, the Contractor displays signs or markers or circulates any communication identifying the financial participants in the project, any such sign, marker, or communication must identify the State of Washington and the Washington State Department of Agriculture - Fairs Program as participants. The provisions of this section shall also apply to any permanent signs or markers displayed at the project site.

20. PREVAILING WAGE

The project funded under this Interagency Agreement may be subject to state prevailing wage law (RCW 39.12). The Contractor is advised to consult with the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. If the project funded by this Interagency Agreement is subject to state prevailing wage laws, the Contractor shall comply with chapter 39.12 RCW, including requiring any contractor or subcontractor it employs to submit to the Contractor a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" as required by RCW 39.12.040. The Department is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

21. DISPUTES

Except as otherwise provided in this Interagency Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the Department, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

22. CHANGE OF OWNERSHIP OR USE

- a) The Contractor understands and agrees that any and all real property or facilities acquired, constructed, improved, or rehabilitated using state funds under this Interagency Agreement shall be held and used by the Contractor for a period of three (3) years following termination of the Agreement for the express purpose or purposes stated in Exhibit A or elsewhere in this Interagency Agreement.
- b) In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay to the state general fund the amount of the grant and interest as provided in Section 13.

23. HISTORICAL AND CULTURAL ARTIFACTS

Pursuant to Executive Order 05-05, in the event that historical or cultural artifacts are discovered at the project site during construction, the Contractor shall

immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Department of Archaeology and Historic Preservation. The Executive Order is included as Exhibit B and is by this reference incorporated into this interagency agreement.

24. ADMINISTRATION

- a) The CONTRACTOR'S representative will be (name, address, telephone, fax, email (if available) addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax ID No. \_\_\_\_\_

- b) The DEPARTMENT'S representative shall be:

Kelly Frost, Coordinator  
WSDA Fairs Program  
PO Box 42560  
Olympia, WA 98504-2560  
(360) 902-1802 Work  
(360) 902-2092 Fax  
email: kfrost@agr.wa.gov

**IN WITNESS WHEREOF, the DEPARTMENT and CONTRACTOR have executed this Interagency Agreement as of the date and year written below.**

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

Dan Newhouse, Director  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# APPLICATION FOR SPECIAL ASSISTANCE GRANT FUNDS

Application deadline: June 15, 2012

(See reverse for eligibility requirements & application process)

K984

NAME OF FAIR Pacific County Fair			APPLICATION DATE 5/31/2012		
STREET ADDRESS # 5 Fair Lane, Menlo, WA 98561			MAILING ADDRESS PO Box 88		
CITY South Bend	STATE WA	ZIP 98586	MAILING CITY South Bend	STATE WA	ZIP 98586
NAME OF REQUESTING OFFICER (PLEASE PRINT) Curtis Marsh, Fair Manager			TELEPHONE NUMBER (INCLUDE AREA CODE) 360-942-3713	E-MAIL ADDRESS curtismarsh57@yahoo.com	
IF YOU SUBMIT MORE THAN ONE APPLICATION FOR SPECIAL ASSISTANCE GRANT FUNDS, WHAT PRIORITY IS THIS APPLICATION (1 BEING THE HIGHEST PRIORITY)? This application is priority number 1 of the 1 grant applications we intend to submit for this fair.					

## CAPITAL IMPROVEMENT DETAIL

DESCRIPTION OF CAPITAL IMPROVEMENT (USE ADDITIONAL PAGES IF NECESSARY)  
 See Attached

AMOUNT BEING REQUESTED FROM WSDA \$13,125	TOTAL PROJECT AMOUNT \$17,298	TYPE OF MATCH <input type="checkbox"/> Monetary <input type="checkbox"/> In-kind <input checked="" type="checkbox"/> Both monetary & in-kind <input type="checkbox"/> No match
DESCRIPTION OF MATCH Cash Match: \$2,600 Materials and Labor to Install Water Line, Additional Trenching, Back Fill, Grooming and replanting grass and installation of markers for camp sites. Materials=\$1,700 Labor=\$600 ( 40 hrs at \$15 per hour) In-Kind Match: \$1,573 10% Admin/Indirect-Executing contracts, project oversight, grant billing and reporting		
HEALTH / SAFETY / LEGAL REQUIREMENT OF CAPITAL IMPROVEMENT There is no specific legal or health/safety requirement related to our request, although the addition of security lighting along the perimeter of the fairgrounds clearly will reduce risk for injury and improve security thereby reducing the likelihood of theft, vandalism, etc.		
WHAT IS THE IMPACT IF YOU WERE TO RECEIVE A GRANT AWARD LESS THAN REQUESTED? If funding is reduced we would have to scale the project back to whatever could be accomplished with the funds awarded. The Fair simply does not have the resources available to fund this capital project. Potential impacts would be elimination of the additional RV sites which will serve as a source of income and help to assure the Fair is sustainable over time, and continued security and safety risk for fair attendees, exhibitors, vendors, as well as potential for loss or damage of the grounds and facilities.		CAN THE PROJECT BE COMPLETED BY JUNE 30, 2013? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Exhibit A

**APPLICANT CERTIFICATION**

I hereby certify under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.

SIGNATURE OF OFFICER COMPLETING APPLICATION

DATE SIGNED

*Ant M... Fair + Events Manager*

31 May 2012

Pacific County Fair, established in 1896, is located in Menlo, Washington. Annually more than 12,000 people attend the Fair over the course of four days in late August. The Fair is a very popular local event for our community, attracting more than 60 vendors and participants. It marks the end of summer, and the "kick off" for the school year. Local kids come to the fair to reconnect with friends prior to school starting; local talent is highlighted both in the various displays, and as daily entertainment. Some of the annual highlights include the coronation of the fair queen which draws lots of family and friends, and the cheerleading competition where our five small high schools in Pacific County who have a long standing rivalry compete for the "title". Some come to the Fair every year just for the Booster Club BBQ beef sandwiches made on homemade hamburger rolls. Local 4-H youth are active participants in the Fair. Last year the livestock auction was incredibly successful with local youth earning a higher price for their animals than most other fairs of similar size. The Pacific County Fair is truly the epitome of an old fashioned rural county fair.

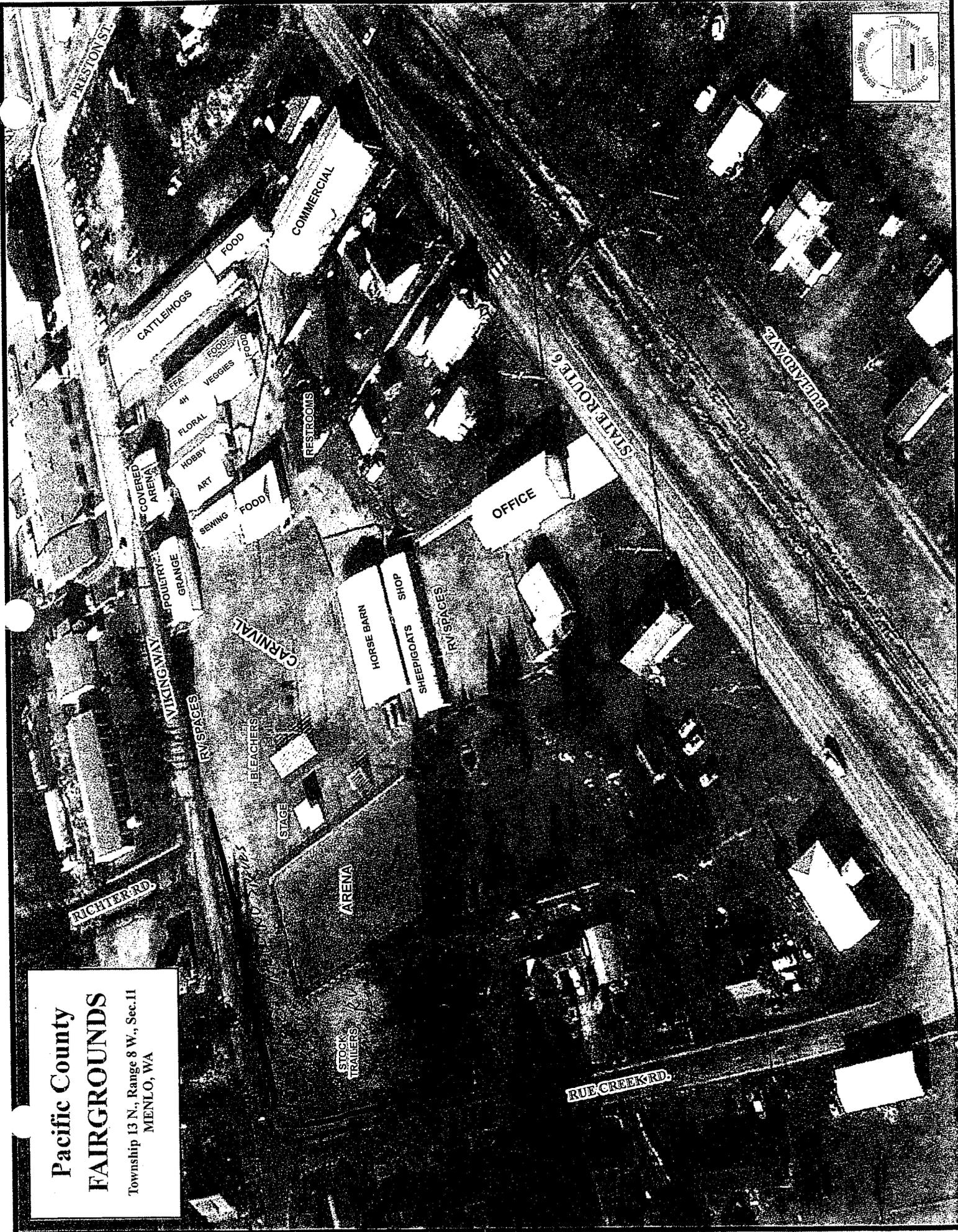
The fairgrounds, buildings, and facilities are utilized throughout the year for various community events such as BMX Motorcycle Riders annual retreat, various horse competitions, community garage sales, RV storage, weddings, etc. The fairgrounds have also been designated as one of our community emergency evacuation sites. The community events and facility rentals generate much needed revenue to offset annual maintenance and operations costs.

The Pacific County Fair is requesting funding to install security lighting (4 commercial fluorescent lights mounted on 20' poles) along the west and south perimeter of the fairgrounds. Currently there is no security lighting along the far end of the fairgrounds. (See attached aerial view) This creates a safety hazard for those using that entrance. It is dark, the ground is rough in spots, and there is a real risk for someone to fall and be injured. In addition, vendors and exhibitors have a difficult time maneuvering livestock and equipment in the dark. Security is also an issue. As is unfortunately true in many areas, there is a rise in property crime in our area. Now it is easy for someone to slip onto the grounds, with the additional lighting it will deter this behavior. In addition to improving the safety and security, the new lighting will also increase capacity for event parking which is always an issue for large events.

Our request also includes funding to expand the current number of campsites from twelve to 22. Increasing the number of campsites we can rent will provide a great return for a relatively small investment. The cost to install the electricity and plumbing for the campsites while the trench is open for the security light installation is much less than if we were to tackle this project separately. The campsites are heavily used during fair, and large events such as the BMX retreat that draw people from out the area. The sites are also reserved by people traveling to the area to hunt, fish, visit family, or simply to get away. The additional annual revenue will assist with assuring the Fair is able to sustain itself over time.

In preparation for this grant application we secured bids from three local contractors for the trenching and electrical work needed for the new security lighting. The lowest bid was from Bud's Electrical at \$10,365. We also obtained a quote for \$2,760 from the PUD to cover the cost of extending our current electrical service.

As is true for all small fairs in Washington, times are tough. Funding is drying up, and competition for grants is fierce. Being a small fair it is difficult to compete with other entities that serve much larger numbers. Our Fair is successful due to the hundreds of hours donated by our volunteers. Our community is committed to the ongoing success of the Fair and is seeking your assistance to assure our fairgrounds are safe and secure, and that we maximize our capacity in every way possible to draw people to our area and continue to generate income to support ourselves into the future.



**Pacific County**  
**FAIRGROUNDS**  
 Township 13 N., Range 8 W., Sec. 11  
 MENLO, WA