

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA REQUEST**

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: December 18, 2023

RE: Amendment No. 1 to the Agreement By and Between The Jefferson County Fair Association and Jefferson County: 2023-2027 Community Services Funding

STATEMENT OF ISSUE: Jefferson County and the Jefferson County Fair Association have been working jointly to revise the fair association's governance model and the agreement between the county and the association. During this process it became clear that county funding in support of the Fair Association needs to be substantially increased to ensure the continuing long-term viability of the county fair and the fairgrounds.

ANALYSIS: The county has tentatively agreed to increase funding to \$100,000 per year beginning in 2024 once the new agreement is reached. In the interim the county would like to amend the existing agreement to increase 2023 funding up to \$50,000 from \$11,000 depending on the availability of funds and budget authority. The exact amount available will be determined once all other county commitments have been met.

FISCAL IMPACT: The exact fiscal impact is yet to be determined but will not exceed an additional \$39,000 in 2023.

RECOMMENDATION: That the Board of County Commissioners approve the attached Amendment No. 1 to the agreement with the Fair Association.

REVIEWED BY:


Mark McCauley, County Administrator

12/15/23
Date

Amendment No. 1 to the Agreement By and Between The Jefferson County Fair Association and Jefferson County – 2023-2027 Community Services Funding

This Amendment No. 1 to the Agreement is made and entered into by and between the Jefferson County Fair Association and Jefferson County, herein after known as the “Parties.”

WHEREAS, the Parties want to amend the Agreement entered into between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to increase funding for 2023.
2. **Amendment.** That portion of Section 3: B. that reads “Said grant is in the sum of \$10,927 for 2023” is amended to read: Said grant is in the sum of up to \$50,000 for 2023 depending on the availability of funds and budget”.
3. **No Other Change.** All other terms of the Agreement between the Parties remain unchanged, except as modified in this Amendment.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this 18th day of December, 2023.

**Jefferson County
Board of Commissioners**

Jefferson County Fair Association

Greg Brotherton, Chair

Date

Authorized Signature

Date

Print Name/Title

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

Date

APPROVED AS TO FORM:



December 15, 2023

Philip C. Hunsucker
Chief Deputy Prosecuting Attorney

Date

Orig } JCFA 9-12-22
cc } AUD 10-12-22.

2033

JCFA

AGREEMENT
By and Between
THE JEFFERSON COUNTY FAIR ASSOCIATION
And
JEFFERSON COUNTY
2023-2027 Community Services Funding

Purpose: The purpose of this Community Services Funding is to ensure the continued availability, use and maintenance of the Jefferson County Fair Grounds and to ensure said facility is available to the general public and for the event informally known as the "County Fair".

Parties: The JEFFERSON COUNTY FAIR ASSOCIATION, hereinafter known as "ASSOCIATION", a private non-profit corporation, and is an entity provided funds allocated by JEFFERSON COUNTY, hereinafter known as "COUNTY", a Washington municipal corporation and political subdivision of the State of Washington.

Whereas, on June 12, 2000 the ASSOCIATION and the COUNTY executed a memorandum of understanding outlining mutual obligations whereby the ASSOCIATION agreed to operate and maintain the Jefferson County Fair Grounds, and organize and operate the Jefferson County Fair; and

Whereas, the parties wish to re-establish and make more precise their duties and obligations to one another; and

Whereas, the benefits to the COUNTY include but are not limited to the ASSOCIATION providing citizens of Jefferson County an annual County Fair as well as other public activities on the County Fair Grounds including camping; the ASSOCIATION providing repair and maintenance of grounds and County owned buildings and improvements located at the County Fair Grounds; and the ASSOCIATION providing risk management for activities at the Fair Grounds; and

Whereas, the COUNTY wishes to support the ASSOCIATION'S responsibilities for the Fair Grounds and the County Fair and the operations thereof; and

Whereas, good and valuable consideration, as described above, has been bargained for and exchanged by the parties in support of this Agreement,

Now, Therefore, the ASSOCIATION and COUNTY agree as follows:

SECTION 1: RESPONSIBILITIES OF THE ASSOCIATION

- A. Operate the Jefferson County Fair Grounds and all the buildings and facilities located there. Operate, as used in this Agreement, shall be defined to include, but not be limited to, establishing, promulgating and implementing policies for use of the County Fair Grounds (and the structures located there) by business invitees, licensees, guests and the public, the scheduling, renting and management of all buildings, facilities and campgrounds; contracting

with vendors; booth operators; security forces; local law enforcement agencies; ticket takers; ride operators and the like.

- B. Organize, operate and supervise a recurring event to be commonly known as the "County Fair", including, but not limited to, contracting with vendors, booth operators, security forces, local law enforcement agencies, ticket takers, ride operators and the like.
- C. Maintain the real property known commonly as the Jefferson County Fair Grounds and all the buildings and facilities located there. Maintenance shall include, but not be limited to, routine maintenance activities that are intended to keep the facilities and buildings in good repair, appearance, and working order. The ASSOCIATION shall provide materials and labor for these routine maintenance activities.
- D. Employ such persons as may be necessary. In doing so, the ASSOCIATION shall comply with all State and Federal Laws and regulations dealing with employee and contracted service. The ASSOCIATION shall be responsible for its internal payroll accounting, including, but not limited to, withholding, where applicable, of federal, state and local taxes.
- E. The ASSOCIATION will not discriminate against any person in performance of ASSOCIATION's responsibilities under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.
- F. Manage the risks and hazards associated with events and activities at the Fair Grounds in a manner satisfactory to the COUNTY and the Washington Counties Risk Pool. The ASSOCIATION shall specifically manage for risks associated with the use and maintenance of the facilities, including but not limited to participation agreements for all events utilizing fair ground facilities for which a fee is charged, and the identification and mitigation of building and facility hazards.
- G. All financial forms and reports (W2's, 1099's Annual Report, etc.) are the responsibility of the Fair Association for 2023 and beyond. The Fair Association will provide independent audit reports of the Fair Association to the Board of County Commissioners once completed.

SECTION 2: RESPONSIBILITIES OF THE COUNTY

- A. Risk Management services including walk-through of facilities, and assistance in the review of contracts, operating procedures, cash handling procedures and the like, as requested by the ASSOCIATION, or as may be initiated by the COUNTY.
- B. As requested by the ASSOCIATION, assist the ASSOCIATION in attaining appropriate liability and other insurance coverage. Expenses for such liability and other insurance coverage shall be paid in their entirety by the ASSOCIATION.

SECTION 3: COMMUNITY SERVICES GRANT

- A. The COUNTY will provide the ASSOCIATION grant funds to be used in support of their responsibilities as defined under this Agreement.
- B. Said grant is in the sum of \$10,927 for 2023, \$11,255 in 2024, \$11,592 in 2025, \$11,940 in 2026 and \$12,298 in 2027, payable as a lump sum payment upon receipt of an invoice from the Fair Association in January of each year.
- C. Said grant funds may not be utilized for any other expenses other than those related to carrying out the responsibilities outlined in Section 1.

SECTION 4: TERM

This Agreement shall be for a term of five years, commencing on January 1, 2023 and ending December 31, 2027. All activities performed pursuant to this Agreement within its term and prior to its execution are hereby ratified.

SECTION 5: ASSIGNMENT

Either party to the agreement shall not assign this Agreement, except by signed amendment.

SECTION 6: MODIFICATION

This Agreement may be modified during the term of the agreement by mutual agreement of the parties and appended in writing to the Agreement.

SECTION 7: TERMINATION

The Agreement may be terminated, upon thirty (30) days written notice for any material breach of any of the terms of the Agreement by either party. After receipt of notice, and before termination, the party in default may cure the defect, in which case the Agreement shall continue in force for the full term. The COUNTY shall be refunded a pro-rated share of the agreed funding upon termination based upon the balance of time remaining in the term unless otherwise negotiated.

SECTION 8: AGREEMENT TO COMPLY WITH APPLICABLE LAWS

ASSOCIATION shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done by it pursuant to this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

SECTION 9: HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered

entirely at the ASSOCIATION's own risk and ASSOCIATION expressly agrees to hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that they may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments against the COUNTY which result from, arise out of, or are in any way connected with the services to be performed by the ASSOCIATION under this Agreement.

ASSOCIATION specifically assumes potential liability for actions brought against the COUNTY by ASSOCIATION's employees, including all other persons engaged in the performance of any work or service required of ASSOCIATION under this Agreement and, solely for the purpose of this indemnification and defense, ASSOCIATION specifically waives any immunity under the state industrial insurance law, Title 51 RCW. ASSOCIATION recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

SECTION 10: INDEPENDENT CONTRACTOR

The ASSOCIATION and the COUNTY agree that the ASSOCIATION is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the ASSOCIATION nor any employee of the ASSOCIATION shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the ASSOCIATION, or any employee of the ASSOCIATION.

SECTION 11: INSURANCE

The ASSOCIATION shall obtain and keep in force during the term of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

1. Worker's Compensation and Employer's Liability insurance as required by the State of Washington.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 per occurrence in connection with the ASSOCIATION's performance of the Agreement.
 - a. Owned Automobiles;
 - b. Hired Automobiles, and;
 - c. Non-owned Automobiles
3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage,

unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverages:

- a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;
 - c. Broad Form Contractual/Commercial Liability - including: completed operations;
 - d. Premises - Operations Liability (M&C);
 - e. Independent Contractors and subcontractors;
 - f. Blanket Contractual Liability.
4. Said general commercial liability policy shall name the COUNTY as an additional insured and shall include a provision prohibiting cancellation or reduction of coverage of said policy except upon thirty (30) days prior written notice to the COUNTY. Certificates of coverage as required by this Section shall be delivered to the COUNTY within thirty (30) days of execution of this Agreement.
 5. The COUNTY may, upon the ASSOCIATION'S failure to comply with any or all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the ASSOCIATION.
 6. If the proof of insurance or certificate indicating the COUNTY is an "additional insured" to a policy obtained by the ASSOCIATION refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the ASSOCIATION to obtain the full text of that endorsement and forward that full text to the COUNTY.
 7. All insurance policies obtained by ASSOCIATION in order to comply with this Section shall be primary and non-contributory as against any coverage for third party liability claims obtained and retained by the COUNTY through Ch. 48.62 RCW "Risk Pool."
 8. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the COUNTY (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 9. The insurance maintained by the ASSOCIATION under this agreement shall not in any manner limit or qualify the liabilities or obligations of the ASSOCIATION under this agreement.

SECTION 12. ENTIRE AGREEMENT

This Agreement together with attachments or addenda, and with the June 12, 2000 memorandum of understanding, represents the entire and integrated agreement between the COUNTY and the ASSOCIATION and supersedes all prior negotiations, representations, or agreements written or oral.

SECTION 13. SEVERABILITY

If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements. Notwithstanding the foregoing, if such modification or elimination would materially and adversely alter the rights or obligations of a party, such party may terminate this Agreement by written notice to the other.

APPROVED and signed this 12th day of September, 2022.

Attest:

Carolyn Gallaway
Carolyn Gallaway,
Clerk of the Board

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Heidi Eisenhour
Heidi Eisenhour, Chair

9/12/22
Date

Approved as to Form:

Philip C. Hunsucker
Philip C. Hunsucker
Chief Civil Deputy Prosecutor

JEFFERSON COUNTY FAIR ASSOCIATION

Donald L. Proulx
Name: Donald L. Proulx
Title: President

9-22-22
Date

SECTION 13. SEVERABILITY

If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements. Notwithstanding the foregoing, if such modification or elimination would materially and adversely alter the rights or obligations of a party, such party may terminate this Agreement by written notice to the other.

APPROVED and signed this _____ day of _____, 2022.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Carolyn Gallaway,
Clerk of the Board

Heidi Eisenhour, Chair

Date

Approved as to Form:

JEFFERSON COUNTY FAIR ASSOCIATION

Philip C. Hunsucker Sept. 8, 2022 for
Philip C. Hunsucker
Chief Civil Deputy Prosecutor

Donald L. Smith
Name:
Title:

Date

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: September 12, 2022

SUBJECT: Community Services Agreement: Jefferson County Fair Association, 2023 through 2027

STATEMENT OF ISSUE:

The existing three-year community services agreement with the Jefferson County Fair Association expires on December 31, 2022. The Fair Association has asked the County to renew the agreement early to help facilitate an agreement with Jefferson Healthcare to renovate a kitchen and related facilities on the fairgrounds. Jefferson Healthcare needs assurances that the Fair Association will have control over the fairgrounds in order to justify their sizable planned investment. They have also asked for a five-year agreement.

ANALYSIS:

The attached proposed community services agreement with the Jefferson County Fair Association is for five years, 2023 through 2027.

FISCAL IMPACT:

The fiscal impact in 2023 is \$10,927 from the Community Services Department in the General Fund, which increases 3% every subsequent year.

RECOMMENDATION:

That the Board approve the attached community services agreement with the Jefferson County Fair Association.

REVIEWED BY:


Mark McCauley, County Administrator

9/8/22
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Fair Association

Contract No: JCFA 2023-2027

Contract For: Management of the Jefferson County Fairgrounds Term: 2023 through 2027

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 369-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: \$10,927 in 2023 with 3% escalator

Revenue: N/A

Expenditure: \$10,927 in year one

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 001-068

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/8/2022.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/8/2022.
PAO Approved as to form on September 8, 2022.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL