

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Leslie Locke, Deputy Clerk of the Board

DATE: January 13, 2014

SUBJECT: AGREEMENT re: 2014 Community Services Grant Funding; In the Amount of \$4,550; Jefferson County Fair Association

STATEMENT OF ISSUE:

This agreement provides grant funding for 2014 to certain non-profit agencies for the provision of various community services to the citizens of Jefferson County. This funding has been budgeted from the general fund.

FISCAL IMPACT:

Jefferson County Fair Association: \$4,550

RECOMMENDATION:

Approve and sign the agreement.

REVIEWED BY:


Philip Morley, County Administrator

1/13/14
Date

AGREEMENT
By and Between
THE JEFFERSON COUNTY FAIR ASSOCIATION
And
JEFFERSON COUNTY
2014 Community Services Grant Funding

Purpose: The purpose of this Community Services Grant 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 provided by funds allocated by JEFFERSON COUNTY, hereinafter known as "COUNTY", a Washington municipal corporation.

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 COUNTY wishes to support the ASSOCIATION'S responsibilities for the Fair Grounds and the County Fair;

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, the scheduling and renting of all buildings and facilities, 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. 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.

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.
- B. Assist the ASSOCIATION in attaining appropriate liability and other insurance coverage.
- C. Provide the services of the offices of the Jefferson County Treasurer and Auditor, but only to the extent said offices provide services to junior taxing districts within Jefferson County.

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 \$4,550 for 2014. The ASSOCIATION will receive a lump sum payment, payable upon execution of this Agreement.
- 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 one year, commencing on January 1, 2014 and ending December 31, 2014.

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 under 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, 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 contract, 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 contract.
 - 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 a aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 minimum) 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 commercial automobile liability policy and 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 contract 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 policy of insurance or joint self-insurance 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.

APPROVED and signed this day of , 2014.

Attest:

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Carolyn Avery,
Deputy Clerk of the Board

Chairman

Approved as to Form:

David Alvarez 12/12/13
David Alvarez, Deputy
Prosecuting Attorney

JEFFERSON COUNTY FAIR ASSOCIATION

Beverly L. Tice
Authorized Official
Beverly L. Tice

Date
2-2-14