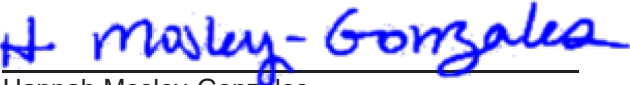


# GRANT AGREEMENT FACE SHEET

Agreement Number: K5410

## Washington State Department of Agriculture FAIRS PROGRAM CAPITAL PROJECT GRANTS

<b>1. Grantee</b> Snohomish County 3000 Rockefeller Ave, MS-303 Everett, WA 98201		<b>2. Fair Facility</b> Evergreen State Fair 14405 179th Ave SE Monroe, WA 98272	
<b>3. Grantee Representative</b> Mike Ohlsen, Fair Park Manager (360) 805-6739 <a href="mailto:Mike.ohlsen@co.snohomish.wa.us">Mike.ohlsen@co.snohomish.wa.us</a>		<b>4. WSDA Representative</b> Anne Norman, Fairs Program Administrator Phone: (360) 902-2043 <a href="mailto:fairs@agr.wa.gov">fairs@agr.wa.gov</a>	
<b>5. Grant Amount</b> \$49,150.00		<b>6. Grant Start Date</b> Upon Final Signature	<b>7. Grant End Date</b> May 31, 2025
<b>8. Biennium:</b> 2023-2025		<b>9. Project Must Be Completed By</b> May 31, 2025	
<b>10. Tax ID #</b> 91-6001368	<b>11. Statewide Vendor #</b> 2794-67	<b>12. UBI #</b> 313014461	
<b>13. Grant Purpose</b> WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. WSDA and Grantee agree to the terms of this Agreement as set forth in this GRANT AGREEMENT FACE SHEET, the TERMS AND CONDITIONS, and the following documents incorporated by reference: ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS; ATTACHMENT II: CERTIFICATION OF AVAILABILITY OF FUNDS TO COMPLETE PROJECT. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
<b>FOR THE GRANTEE</b>  By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.  Digitally signed by Harper, Lacey Date: 2024.10.25 09:59:17 -07'00'  Harper, Lacey  Signature  Lacey Harper  Print Name  Executive Director  Title  10/25/24  Date  <input type="checkbox"/> <b>Additional signatures on next page</b> Check box if true		<b>FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE</b>   Hannah Mosley-Gonzales Administrative Regulations Manager  October 28, 2024  Date  <b>APPROVED AS TO FORM ONLY</b>  Steve Scheele Assistant Attorney General  December 15, 2023	

### COUNCIL USE ONLY

Approved 10/23/2024  
ECA# 2024-1944  
MOT/ORD Ordinance 24-072

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## TERMS AND CONDITIONS

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Washington State Department of Agriculture  
Fairs Program  
**CAPITAL PROJECT GRANT**

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

The following definitions apply throughout this Agreement.

“Agreement” means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee’s Application for Capital Grant Funds, Attachment II: Certification of Availability of Funds to Complete Project.

“Capital Project” means the capital improvement project described in Section 4.

“Fair Facility” means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Grant Agreement Face Sheet.

“Grant Amount” means the total amount of funding under this Agreement, as set forth on the Grant Agreement Face Sheet.

“Grantee” means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

“WSDA” means the Washington State Department of Agriculture, who is a Party to the Agreement.

#### 2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever legal means, to construct, install, build, or otherwise cause the completion of the Capital Project at the Fair Facility. Grantee must perform in accordance with this Agreement’s terms and conditions and all applicable federal, state, and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

#### 3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

#### 4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in ATTACHMENT I: GRANTEE’S APPLICATION FOR CAPITAL GRANT FUNDS, which includes remodeling two of the most highly-used restrooms.

#### 5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.

- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.
- f. Support other local groups and programs 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.

## **6. CHANGE OF OWNERSHIP OR USE**

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5.
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

## **7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES**

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

## **8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs incurred between (1) the grant start date and (2) grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 10.

Grantee must not request reimbursement for services and expenses that Grantee has charged or will charge to the State of Washington or any other party under any other contract or agreement. WSDA is not liable for payment of such charges.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **9. BILLING PROCEDURES AND PAYMENT**

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing in the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 10.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to WSDA's Agreement Manager shown in Section 35. Proof of cashed checks must include both the front and back of the check.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

- g. **Grantee must submit the final invoice voucher no later than July 15, 2025.** Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2025.

#### **10. CERTIFIED PROJECT COMPLETION REPORT**

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.
- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- e. Consultation with Department of Archaeology and Historic Preservation (DAHP). Certification that Grantee consulted with DAHP.
- f. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- g. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

#### **11. QUARTERLY REPORTS**

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2024, Grantee must affirm in writing that the project will be completed by May 31, 2025, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

#### **12. LACK OF ADEQUATE PROGRESS**

Grantee's inability to affirm by December 31, 2024, that the project will be complete by May 31, 2025, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 27. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

#### **13. EVALUATION AND MONITORING**

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this 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 Agreement. Such rights last for six (6) years from the date final payment is made.

#### **14. SIGNAGE, MARKERS, AND PUBLICATIONS**

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

#### **15. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

#### **16. PREVAILING WAGE LAW**

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

## **17. RECAPTURE PROVISION**

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

## **18. AMENDMENTS**

The parties may amend this Agreement by mutual agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **19. SAVINGS**

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 27, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

## **20. NONDISCRIMINATION**

- a. Nondiscrimination Requirement. During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

- b. Obligation to Cooperate. Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the



Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

## 21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall cooperate with WSDA to complete the requirements of Governor's Executive Order 21-02 or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. **WSDA will not disburse any funds under this Agreement unless and until WSDA determines that adequate consultation has been completed as required by Executive Order 21-02. Project activities commenced prior to the completion of adequate consultation may not be reimbursed and are undertaken at Grantee's own risk.**

Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless WSDA and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with WSDA and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Capital Project design and **prior to construction** to determine the existence of any tribal cultural resources affected by the Capital Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the WSDA Representative identified on the Grant Agreement Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services for any activities associated with the Capital Project to be funded under this Agreement.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the parties find it necessary to amend the scope of the Capital Project, the Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

## 22. CONFLICT OF INTEREST

Grantees must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of

interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

### **23. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties that 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 WSDA, a representative appointed by the Grantee, 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.

### **24. HOLD HARMLESS**

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes 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 also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA 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.

### **25. INDEPENDENT CAPACITY OF GRANTEE**

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

### **26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, receipts, documents, data and other evidence relating to this Agreement and Capital Project for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **27. TERMINATION OR SUSPENSION**

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged

compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.

- e. The rights and remedies of WSDA provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **28. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations
- b. Grant Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

## **29. OWNERSHIP OF PROPERTY**

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

## **30. ENTIRE AGREEMENT**

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

## **31. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **32. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## **33. SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive, including but not limited to the following sections: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

## **34. WAIVER**

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

## **35. GRANT MANAGEMENT**

The Agreement manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<b>The Agreement Manager for the Grantee is:</b>	<b>The Agreement Manager for WSDA is:</b>
Mike Ohlsen, Fair Park Manager Evergreen State Fair Park 14405 179 <sup>th</sup> Ave. SE. Monroe, WA 98272 Telephone: 360-805-6739 Email: <a href="mailto:mike.ohlsen@co.snohomish.wa.us">mike.ohlsen@co.snohomish.wa.us</a>	Anne Norman, Fairs Program Administrator Washington State Dept. of Agriculture 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560 Telephone: 360-902-2043 Email: <a href="mailto:fairs@agr.wa.gov">fairs@agr.wa.gov</a>



**ATTACHMENT I:**  
**GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS**

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# Application for Capital Improvement Grant Funds

Application deadline: October 2, 2023

(See reverse for eligibility requirements & application process)

<b>Applicant</b>					
Name of Fair Evergreen State Fair				Application Date 10/02/2023	
Street Address 14405 179th Ave SE			Mailing Address same		
City Monroe	State WA	Zip Code 98272	Mailing City	State	Zip Code
Name of Requesting Officer (please print) Mike Ohlsen		Phone Number 360-805-6739	Email Address mike.ohlsen@snoco.org		
If you submit more than one Application for Capital Improvement Grant Funds, what priority is this application (1 being the highest priority)? This application is priority number <u>3</u> of the <u>3</u> grant applications we intend to submit for this fair.					
<b>Capital Improvement Detail</b>					
Description of Capital Improvement (use additional pages if necessary) This project will be replacing old aged out bathroom partitions and plumbing fixtures that are rusty and completely worn out. This will be for our 401 and 510 restrooms which are two of our most highly used public restrooms throughout the entire year.					
Amount Requested from WSDA \$ 49,150.00	Total Project Amount \$ 98,300.00	Type of Match <input checked="" type="checkbox"/> Monetary <input type="checkbox"/> In-Kind <input type="checkbox"/> Both Monetary & In-Kind <input type="checkbox"/> No Match			
Has the owner of the facility approved this grant application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Description of Match Cash from the capital improvement fund of the Evergreen State Fair					
How does the project meet the health or safety legal requirement of the capital funding? The existing partitions are rusting out, failing and hard to keep sanitary. The plumbing fixtures are at end of life and no longer work consistently. Repair kits are no longer the answer.					
What is the impact if you were to receive a grant award less than requested? Would delay this project to another year.			Can the project be completed by <u>May 31, 2025</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Applicant Certification</b>					
I hereby certify under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.					
Ohlsen, Mike		Digitally signed by Ohlsen, Mike Date: 2023.10.02 15:00:29 -07'00'			
Signature of Officer Completing Application				Date Signed	



FEL - EVERETT #3023  
1012 132nd STREET SOUTHWEST  
EVERETT, WA 98204-7328

Phone: 425-742-4748  
Fax: 425-742-5060

Deliver To: 28981  
From: Joseph Giovino  
Comments:

13:06:40 SEP 26 2023

Page 1 of 2

FERGUSON ENTERPRISES #3007

Price Quotation  
Phone: 425-742-4748  
Fax: 425-742-5060

Bid No: B875721  
Bid Date: 09/26/23  
Quoted By: JLG

Cust Phone: 425-388-6612  
Terms: CASH ON DEMAND

Customer: SNOHOMISH COUNTY  
PARKS DEPARTMENT  
6705 PUGET PARK DRIVE  
SNOHOMISH, WA 98296

Ship To: SNOHOMISH COUNTY  
PARKS DEPARTMENT  
6705 PUGET PARK DRIVE  
SNOHOMISH, WA 98296

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
S3010000	401 MENS RESTROOM				
S3010000	1.6 GPF 111 ROYAL 1.6 FV W/SWT	5	140.828	EA	704.14
S3082675	1 GPF 186-1 XL REG FV W/SWT URN	5	130.900	EA	654.50
PF103	1-1/2X1-1/2 CLST SPUD	5	13.775	EA	68.88
PF105	1X3/4 URN SPUD	5	10.285	EA	51.43
PFTSCOF2000WH	EB CLST SEAT COMM OFLC WHIT	5	21.459	EA	107.30
S3325500	EBV500A SGL FLSTMTR S/MT	10	201.768	EA	2017.68
D86T1153	@ CCY LF 2HDL MTR LAV FCT CP 0.5	2	182.784	EA	365.57
PF1815PTWH	CCY 0.125 GPF 3/4 TSPUD L/ URN WHIT	5	194.432	EA	972.16
PF1731WH	CCY 1.1/1.6 WM TSPUD ADA EB WHIT	5	141.183	EA	705.92
PF14104WH	25-3/8X19-7/10 4CC VC LAV ONLY WHIT	1	213.000	EA	213.00
PF1011WH	VC PED ONLY F/ PF1410 *ALDER WHIT	1	110.000	EA	110.00
PF5714WH	20X18 3H 4CC VC WM LAV WHIT	1	174.494	EA	174.49
S3010000	401 WOMENS RESTROOM				
S3010000	1.6 GPF 111 ROYAL 1.6 FV W/SWT	9	140.828	EA	1267.45
PF103	1-1/2X1-1/2 CLST SPUD	9	13.775	EA	123.98
S3325500	EBV500A SGL FLSTMTR S/MT	9	201.768	EA	1815.91
D86T1153	@ CCY LF 2HDL MTR LAV FCT CP 0.5	3	182.784	EA	548.35
PFTSCOF2000WH	EB CLST SEAT COMM OFLC WHIT	9	21.459	EA	193.13
PF1731WH	CCY 1.1/1.6 WM TSPUD ADA EB WHIT	9	141.183	EA	1270.65
PF5714WH	20X18 3H 4CC VC WM LAV WHIT	2	174.494	EA	348.99
PF14104WH	25-3/8X19-7/10 4CC VC LAV ONLY WHIT	1	213.000	EA	213.00
PF1011WH	VC PED ONLY F/ PF1410 *ALDER WHIT	1	110.000	EA	110.00
S3010000	510 MENS RESTROOM				
PF1731WH	CCY 1.1/1.6 WM TSPUD ADA EB WHIT	7	141.183	EA	988.28
D86T1153	@ CCY LF 2HDL MTR LAV FCT CP 0.5	6	182.784	EA	1096.70
S3082675	1 GPF 186-1 XL REG FV W/SWT URN	2	130.900	EA	261.80
S3010000	1.6 GPF 111 ROYAL 1.6 FV W/SWT	7	140.828	EA	985.80
PF103	1-1/2X1-1/2 CLST SPUD	7	13.775	EA	96.43
PF105	1X3/4 URN SPUD	2	10.285	EA	20.57
S3325500	EBV500A SGL FLSTMTR S/MT	7	201.768	EA	1412.38
PFTSCOF2000WH	EB CLST SEAT COMM OFLC WHIT	7	25.032	EA	175.22
S3010000	510 WOMENS RESTROOM				
PF1731WH	CCY 1.1/1.6 WM TSPUD ADA EB WHIT	10	141.183	EA	1411.83
D86T1153	@ CCY LF 2HDL MTR LAV FCT CP 0.5	6	182.784	EA	1096.70
S3010000	1.6 GPF 111 ROYAL 1.6 FV W/SWT	10	140.828	EA	1408.28



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3023&on=127793>



FERGUSON ENTERPRISES #3007  
Price Quotation

Page 2 of 2

Fax: 425-742-5060

13:06:40 SEP 26 2023

Reference No: B875721

Item	Description	Quantity	Net Price	UM	Total
PF103	1-1/2X1-1/2 CLST SPUD	10	13.775	EA	137.75
S3325500	EBV500A SGL FLSHMTR S/MT	10	201.768	EA	2017.68
PFTSCOF2000WH	EB CLST SEAT COMM OFLC WHIT	10	25.032	EA	250.32
SP-BWF2708ASTDFTMA	WF2708-A-STD-F-TMA-NSD	1	10313.460	EA	10313.46

Net Total: \$33709.73

Tax: \$3337.27

Freight: \$0.00

Total: \$37047.00

x2 = 20,626.92  
= 44,023.19

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

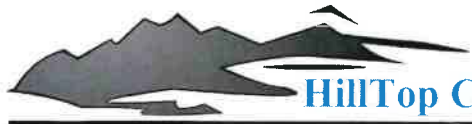
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3023&on=127793>



**HillTop Commercial Supply, Inc.**

**P.O. Box 8030  
Medford, OR 97501**

**Office - (541) 531-2052  
Daniel@hilltopcommercialsupply.com**

## **PROPOSAL:**

September 29, 2023

To: Estimating Department  
Re: Evergreen State Fair Park – Monroe, WA

HillTop Commercial Supply proposes to supply the following, per customer request.  
Single shipment, **full freight to jobsite.**

State Sales Tax not included in this proposal.

All items bid per spec!

<b>Toilet Compartments:</b>	<b>\$32,00.00</b>	<b>Page 2 (10 21 13) Supply</b>
	<b>\$3,349.00</b>	<b>Page 2 (10 21 13) Hardware Upgrade</b>
	<b>\$15,000.00</b>	<b>Page 2 (10 21 13) Installation</b>

**NOTE:** 1) Materials not shipped by dates listed per spec are subject to price increases.

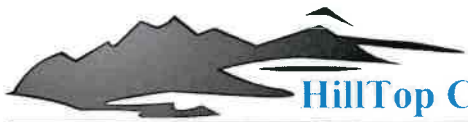
2) All shipments are for one shipment. If two are needed it will add cost.

3) Hilltop Commercial Supply is Woman Business Enterprise (WBE) certified.



>>HCS CANNOT BE RESPONSIBLE FOR GOODS DAMAGED & NOT NOTED ON FREIGHT RECEIPT<<





**HillTop Commercial Supply, Inc.**

**P.O. Box 8030  
Medford, OR 97501**

**Office - (541) 531-2052  
Daniel@hilltopcommercialsupply.com**

## **PROPOSAL:**

**TOILET PARTITIONS (10 21 13)**

September 29, 2023

To: Estimating Department  
Re: Evergreen State Fair Park – Monroe, WA

HillTop Commercial Supply proposes to supply the following, per customer request.  
Single shipment, **full freight to jobsite.**

### **Toilet Partitions by ASI Global:**

#### **General Scope Supply: \$32,000.00 sales tax not included.**

31 EA Toilet partitions **ASI Global Partitions**, Solid Plastic (HDPE), NFPA 286 compliant fire rated material – floor-mounted overhead braced – 55” panels and doors with heat sink strip at bottom – 8” Aluminum hinges - Aluminum Side Latch with emergency access Aluminum stirrup brackets – Standard attachment hardware – Color = TBD

04 EA Urinal screens **ASI Global Partitions**, Solid Plastic (HDPE) 24” x 48” Panels, Wall Hung with aluminum stirrup brackets.

#### **Upgraded Hardware: \$3,349.00 sales tax not included.**

The partitions above are listed with the standard hardware options. If you wanted to add no-sight door strips which give the stalls more privacy along with continuous stainless-steel hinges and brackets which provide better durability we can add that for the amount above.

#### **Installation by The Derrick Company: \$15,000.00 sales tax not included.**

You didn’t mention anything about installation, so I wasn’t sure if it was needed or not. We work with a company in the Seattle area called The Derrick Company and they can provide installation for the new partitions for the total above.

#### **EXCLUSIONS:**

- BACKING, INSTALLATION & FIELD VERIFIED DIMENSIONS BY OTHERS, HOISTING.
- CUTOUTS, DRILLED HOLES & INTERNAL REINFORCEMENT, UNLESS NOTED ABOVE.
- CUSTOM COLORS (WHICH MAY HAVE LONGER LEAD TIMES & ADDITIONAL COST, UNLESS NOTED ABOVE.
- WALL ANCHORS & SCREWS, FASTENERS OF ANY TYPE. SPECIAL WARRANTIES / STANDARD ONLY!

Quotation good for 30 days from above date. Estimated delivery date **4-6 weeks** from approved submittals.

Terms: Net 30, 1 ½% interest will be charged on the unpaid balance that is past due.

Thank you,  
Daniel Peel  
Direct #541-951-2757  
Estimator / PM

**X** \_\_\_\_\_  
Sign & date here to approve this order.  
Ship date: \_\_\_\_\_  
Ship to address: \_\_\_\_\_

**NOTE: Materials not shipped by September 2024 are subject to price increases.**



**SOLID PLASTIC (HDPE) PARTITIONS**  
**ENVIRONMENTALLY SAFE—**  
**MILDEW, RUST, GRAFFITI**  
**AND IMPACT RESISTANT**

Solid Plastic (HDPE) partitions are water resistant and unaffected by steam or high humidity. ASI solid plastic partitions have passed the NFPA 286 fire test standard.



**COLORS, FINISHES, STYLES + SIZES**

*Solid Plastic partitions in Blue 9509, see colors on pages 18-19.  
 For configuration styles, see pages 20-21 and sizes on the  
 Material Selection Guide.*

## ASI GLOBAL MATERIAL SELECTION

# SIX DISTINCT MATERIALS TO MATCH ANY AESTHETIC AND PERFORMANCE NEED



### Stainless Steel

ASI's stainless steel metal partitions are manufactured with integrated Privacy™ and complement any design scheme. By adding a textured finish, increased resistance to vandalism can be achieved. Available in all mounting styles.

Warranty 5 years\*



### Solid Plastic (HDPE)

Highly resistant to common cleaning agents as well as to moisture, mildew, and graffiti. Ideal choice for busy public facilities and high humidity applications—never needs painting and will not easily dent, rust, or delaminate. Available in a wide variety of colors and mounting styles. Floor Anchored/Overhead Braced, Ceiling Hung, and Floor to Ceiling Anchored styles.

Warranty 25 years\*



### Powder Coated Steel

ASI's powder coated metal partitions are manufactured with integrated Privacy™. Thermoset hybrid powder coating on these galvanized steel partitions provide quality and economy. The finish is resistant to wear, fading, and scuffing. It is easily cleaned and wiped dry. Available in all mounting styles.

Warranty 3 years\*



## STAINLESS STEEL\*\*

STANDARD FINISH:

Shipped in  
**48  
HOURS**



#4 Satin



Diamond



Leather Grain

Stainless Steel 48 hour shipping available only in #4 Satin finish.

## SOLID PLASTIC (HDPE)\*\*

COLOR SELECTION:

Shipped in  
**48  
HOURS**



White 9201



Folkstone Gray 9400\*



Cream 9235



Olive 9223



Mahogany 9541



Ivory Essence  
Speckle 9500\*



Caramel 9658



Azote 9220



Blue 9599



Hunter Green 9508



Burgundy 9211



Black 9285



Black Contatti 9217\*

AVAILABLE FINISHES:



Pebble Grained



Hammered



Tough Texture™ (TT)\*\*

Available in all non-metallic colors.

Stocked in silver and bronze.  
Available in all non-speckled colors  
with additional lead time and  
required minimums.

Available in all non-speckled colors  
with additional lead time and  
required minimums.

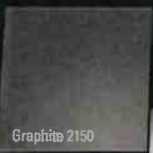
## PHENOLIC

BLACK CORE SELECTION:\*\*

Shipped in  
**48  
HOURS**



\*White Ash 1841



Graphite 2150



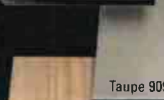
\*Neo Walnut 7954



\*Kingswood  
Walnut 9218



\*Asian Night 9551



Taupe 9096



Silver Gray 3000



Folkstone Celesta 3300



Dove Gray 3010



Graphite 9551



\*Aged Ash 9844



\*Burnt Strand 5107



\*Weathered Ash 9842

COLOR-THRU™ SELECTION:\*\* (Not available in 48 hours)



Hazel 4450C



Smoke 8450C



Navy Blue 7450C



Fog 3450C



Black 2000C

\*\* Compartments limits also apply to the non-stocked colors.

Actual colors may vary slightly from those shown due to limitations in the printing process. If color is important request color samples prior to ordering. Colors are subject to change without notice.

\*Directional Pattern—Pattern on panels over 60" wide will run perpendicular to pattern on doors and pilasters. Patterns shown cropped from full size sheet, contact us for additional references.

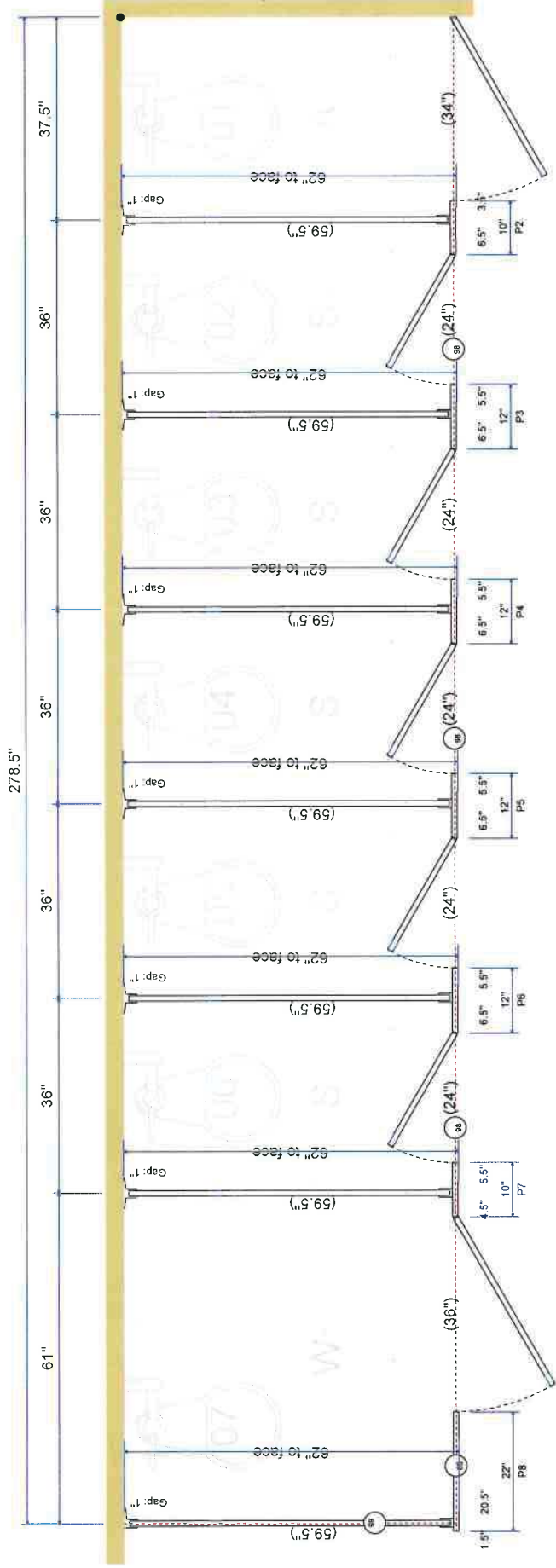
\*\* Additional charges for non-standard colors, including White 1050.







LEGEND



ASI Global Partitions

Eastanollee, GA 30538 • 708-442-6800 • [www.asi-globalpartitions.com](http://www.asi-globalpartitions.com)

Distributor: Hilltop Commercial Supply

Quote Name: Mike Ohlsen - Snohomish County (SQVW000126-1)

Room Name: 510 - Mens

Material: Solid Plastic

Mounting: Floor Mounted Overhead Braced

Color: Not Selected

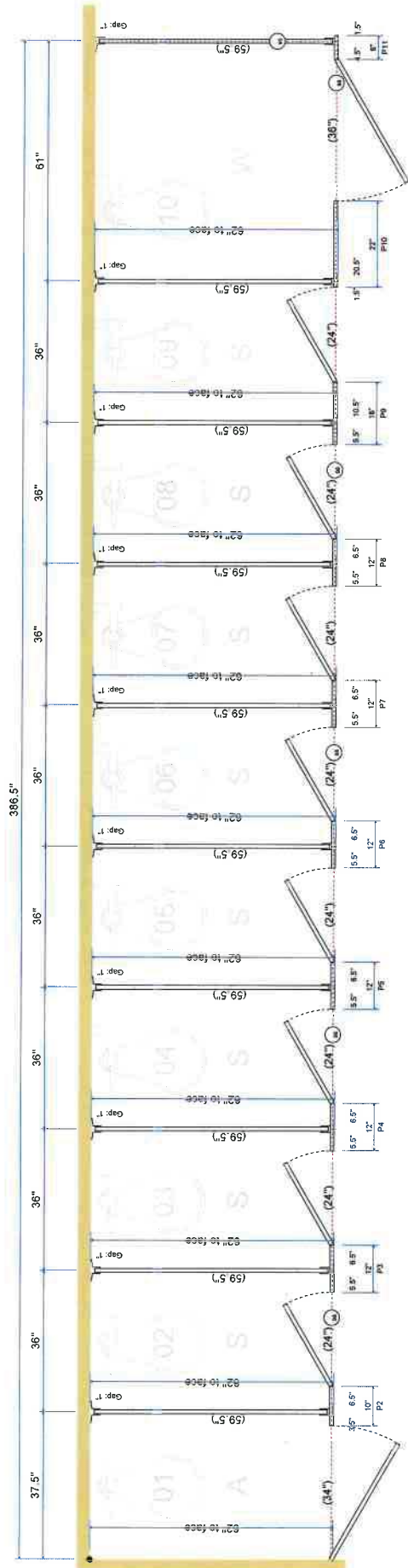
Quantity: 1 (thus)

Drawn By: daniel Peel

Ceiling Height: 108"

Printed: 09/29/2023

LEGEND



ASI Global Partitions

Eastanollee, GA 30538 • 708-442-6800 • [www.asi-globalpartitions.com](http://www.asi-globalpartitions.com)

Distributor: Hilltop Commercial Supply

Quote Name: Mike Ohlsen - Snohomish County (SQVV000126-1)

Room Name: 510 - Womens

Material: Solid Plastic

Mounting: Floor Mounted Overhead Braced

Color: Not Selected

Quantity: 1 (thus)

Drawn By: daniel Peel

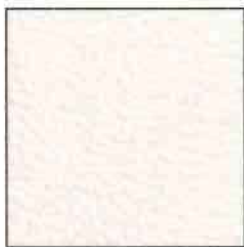
Ceiling Height: 108"

Printed: 09/29/2023

## Solid Plastic (HDPE) Color Selection Guide



White  
9201



Cream  
9235



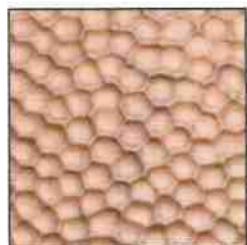
Ivory Essence  
Speckle 9500\*



Caramel  
9658



Mocha  
9212



Metallic Bronze  
9513



Olive  
9223



Moss  
9233



Hunter Green  
9508



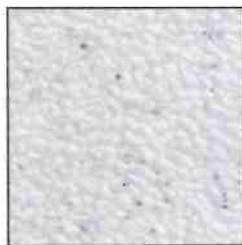
Azure  
9231



Blue  
9509



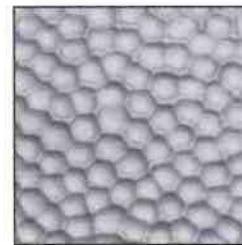
Burgundy  
9211



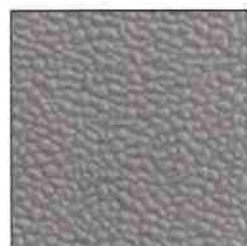
Folkstone Gray  
9400\*



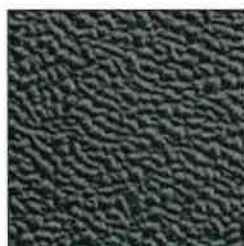
Gray  
9200



Metallic Silver  
9511



Charcoal  
9237



Black  
9205



Black Confetti  
9217\*

### ASI Global Partitions

2171 Liberty Hill Road  
Eastanollee, GA 30538  
Tel: 706.827.2700 Fax: 706.827.2710  
Web: [asi-globalpartitions.com](http://asi-globalpartitions.com)

October 17, 2019

ASI Global Partitions warrants that its products will be free of defects in material or workmanship under normal usage from the date of invoice for a period as stated below.

**Powder Coated Steel:** Three (3) years against chipping, flaking, cracking or discoloration

**Stainless Steel:** Five (5) years against corrosion or discoloration

**Moisture Guard™ Plastic Laminate:** Five (5) years against discoloration or delamination

**Legacy Plastic Laminate:** Two (2) years against discoloration or delamination

**Black Core/Color-Thru Phenolic:** Twenty-five (25) years against delamination, breakage or corrosion

**Solid Plastic (HDPE):** Twenty-five (25) years against delamination, breakage or corrosion

If material is found to be defective during the above period, the material shall be repaired or replaced (at ASI Global Partitions' discretion) free of charge. No credits or allowances shall be issued for any labor or expenses relating to the repair replacement of components covered under the warranty plan. The repair or replacement of material shall be the sole remedy of purchaser and ASI Global Partitions shall not be liable for incidental, consequential or indirect damages caused by any defects in the partitions or any delay in repairing or replacing defective product.

These warranties shall not be applicable if vandalism, improper installation, or improper cleaning/maintenance of partitions has contributed as just cause for the partition failure. These warranties extend to commercial and industrial purchasers and do not extend to any other persons, including consumers of the partitions. These warranties are in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or otherwise.



**ATTACHMENT II:  
CERTIFICATION OF THE AVAILABILITY OF NON-STATE MATCHING OR IN-KIND  
SERVICES TO COMPLETE THE PROJECT**

---

**Washington State Department of Agriculture: FAIR CAPITAL GRANTS  
Grantee: Snohomish County  
Agreement Number: K5410**

Type of Funding	Source Description	Amount
<b>Grant</b>	Washington State Department of Agriculture	<b>\$49,150.00</b>
<b>Other Grants</b>		
Grant #1		\$0
Grant #2		\$0
<b>Total Other Grants</b>		<b>\$0</b>
<b>Other Monetary Sources</b>		
Source #1	Evergreen State Fair Capital Improvement Fund	\$49,150.00
<b>Total Other Sources</b>		<b>\$49,150.00</b>
<b>Estimated Value of In-Kind Services</b>		
Source #1		\$0
Source #2		\$0
<b>Total Value of In-Kind</b>		<b>\$0</b>
<b>Total Project Funding</b>		<b>\$98,300.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The Grantee, by its signature, certifies that non-state matching and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this contract, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for WSDA'S review upon request.

Ohlsen, Mike Digitally signed by  
Ohlsen, Mike  
Date: 2024.08.08  
12:16:38 -07'00'

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
DATE