GRANT AGREEMENT FACE SHEET

Agreement Number: K5079

Washington State Department of Agriculture
FAIRS PROGRAM
CAPITAL PROJECT GRANTS

1. Grantee Lewis County 1909 South Gold Street Centralia, WA 98531	**2. Fair Facility** Southwest Washington Fair 1909 South Gold Street Centralia, WA 98531
3. Grantee Representative BJ Kuykendall, Administrator of Lewis County Parks & Recreation Phone: (360) 740-2656 BJ.Kuykendall@lewiscountywa.gov	**4. WSDA Representative** Anne Norman, Fairs Program Administrator Phone: (360) 902-2043 fairs@agr.wa.gov
5. Grant Amount $237,500.00	**6. Grant Start Date** Upon Final Signature **7. Grant End Date** May 31, 2025
8. Biennium: 2023-2025	**9. Project Must Be Completed By** May 31, 2025

10. Tax ID # 91-6001351	**11. Statewide Vendor #** 1232-62	**12. UBI #** 212-002-978

13. Grant Purpose
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.

FOR THE GRANTEE

By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.

DocuSigned by:
7B1D7D006E9F476...

BJ Kuykendall
Administrator, Lewis County Parks and Recreation

6/18/2024 | 12:25 PM PDT
Date

☐ **Additional signatures on next page**
Check box if true

FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE

DocuSigned by:
D1B28FD126074CC...

Hannah Mosley-Gonzales
Administrative Regulations Manager

6/18/2024 | 12:42 PM PDT
Date

APPROVED AS TO FORM ONLY

Steve Scheele December 15, 2023
Assistant Attorney General

TERMS AND CONDITIONS

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 repairing the 4H barn, to include a new roof, gutters, sprinkler system, ventilation fans, asphalt repair, electrical upgrades, paint, and new livestock panels.

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.

The Agreement Manager for the Grantee is:	The Agreement Manager for WSDA is:
BJ Kuykendall, Administrator of Lewis County Parks & Recreation Southwest Washington Fair	Anne Norman, Fairs Program Administrator Washington State Dept. of Agriculture 1111 Washington Street SE

1909 S. Gold Street Centralia, WA 98531 Telephone: 360-740-2656 Email: BJ.Kuykendall@lewiscountywa.gov	PO Box 42560 Olympia, WA 98504-2560 Telephone: 360-902-2043 Email: fairs@agr.wa.gov

ATTACHMENT I:
GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS

DocuSign Envelope ID: F156B06D-1A73-4C93-B677-296569C8F003

Washington State Department of Agriculture

Fairs Program
PO Box 42560
Olympia WA 98504-2560
(360) 902-2043

Application for Capital Improvement Grant Funds

Application deadline: October 2, 2023

(See reverse for eligibility requirements & application process)

Applicant

Name of Fair	Application Date
SWW Fair / Lewis County Parks & Recreation	10/02/2023

Street Address	Mailing Address
1909 S. Gold St	Same as street address

City	State	Zip Code	Mailing City	State	Zip Code
Centralia	WA	98531			

Name of Requesting Officer (please print)	Phone Number	Email Address
BJ Kuykendall	360-7402656	BJ.kuykendall@lewiscountywa.gov

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 2 of the 3 grant applications we intend to submit for this fair.

Capital Improvement Detail

Description of Capital Improvement (use additional pages if necessary)

Repair 4H Barn

See addendum B

Amount Requested from WSDA	Total Project Amount	Type of Match
$ 250,000.00	$ 275,000.00	☐ Monetary ☑ In-Kind ☐ Both Monetary & In-Kind ☐ No Match

Has the owner of the facility approved this grant application? ☑ Yes ☐ No

Description of Match

Volunteer labor.

How does the project meet the health or safety legal requirement of the capital funding?

Unsafe walkways to be made more accesible to those with mobility issues. Improved drainage. Currentlyt too much standing water that creates an environment for mold, mildew, and mosquitos. Ventilation system upgrade will also help. Improved livestock panel system. The old livestock restraint system is obsolete and raises safety concerns.

What is the impact if you were to receive a grant award less than requested?	Can the project be completed by May 31, 2025?
We would not be able to complete the project in fulness.	☑ Yes ☐ No

Applicant Certification

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

BJ Kuykendall — Signature of Officer Completing Application

Oct 2, 2023 — Date Signed

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Addendum B: 4H Barn Rehab

Summary: When finished the 4H Barn will offer enhanced safety and utility to the public

What? New Roof and paint.

Why? The current roof is rusty and leaks terribly creating a damp environment that is hard on the building and invites unhealthy mosquito and mold growth.

Details: New roof and paint.

-Tear off old rusty roof.
-Some truss and rafter repair.
-Some shear wall repair.
-New roof installed.
-New sprinkler system on roof (cools the building on hot summer days)
-New gutters to direct water properly.
-New fascia boards and paint.

What? Make the building safer for the public and exhibitors.

Why? We want to make this building as safe as possible for the pubic. Building is not well-ventilated on hot summer days. There are trip hazards due to buckling pavement.

Details: Safety Improvements.

-Improve ventilation/cooling throughout building with new fans.
- repair asphalt surfaces that are crumbling and buckling.
-Electrical upgrades. Better lighting and grounded plugs.

What? Improved cattle management.

Why? We have been relying on concrete based mangers that are crumbling and unsafe. There is exposed rusty rebar on some of them. A modern panel system would be much stronger, safer, and cleaner for exhibitors, the public, and the animals. Much less chance of animal escape

Details: Cattle handling upgrade.

-Build stanchion-type cattle panels.
-Rebuild and repair existing cattle tie-off points.

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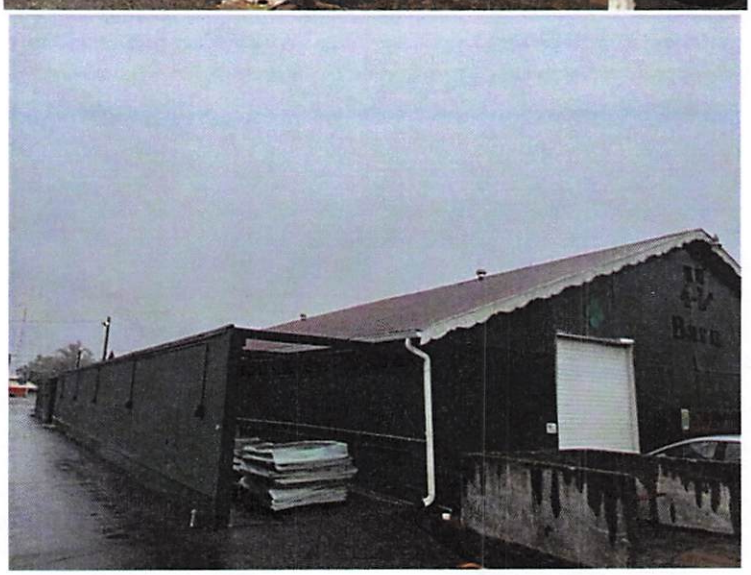

ATTACHMENT II:
CERTIFICATION OF THE AVAILABILITY OF NON-STATE MATCHING OR IN-KIND SERVICES TO COMPLETE THE PROJECT

Washington State Department of Agriculture: FAIR CAPITAL GRANTS
Grantee: Lewis County
Agreement Number: K5079

Type of Funding	Source Description	Amount
Grant	Washington State Department of Agriculture	**$237,500.00**
Other Grants		
Grant #1		$0
Grant #2		$0
Total Other Grants		**$0**
Other Monetary Sources		
Source #1		$0
Total Other Sources		**$0**
Estimated Value of In-Kind Services		
Source #1	Volunteer Labor	**$25,000.00**
Source #2		$0
Total Value of In-Kind		**$0**
Total Project Funding		**$262,500.00**

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.

DocuSigned by:
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BJ Kuykendall
Administrator, Lewis County Parks and Recreation

6/18/2024 | 12:25 PM PDT

DATE