

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
And
WASHINGTON STATE UNIVERSITY EXTENSION
WSU Contract #18815
Contract No. K349

This Interagency Agreement is made and entered into by and between the Washington State Department of Agriculture, an agency of the state of Washington (hereinafter referred to as "WSDA") and Washington State University, an institution of higher education and agency of the state of Washington (hereinafter referred to as "WSU").

IT IS THE PURPOSE OF THIS INTERAGENCY AGREEMENT:

- WSDA allocates funds each year to approved youth shows sponsored by WSU in accordance with the provisions of Chapter 15.76 RCW and the merit rating criteria established by WSDA, and desires WSU to receive and review the applications from youth shows for such funds for completeness before forwarding to WSDA.

THEREFORE, IT IS MUTUALLY AGREED THAT:

- The deadline for youth shows to submit applications to WSU for fair fund allocations is December 1 of each year.
- Within thirty (30) days after the deadline each year, WSU will review all applications from youth shows for completeness, including confirming that the application contains: (1) the list of names of the officers and board of directors for the youth show; and (2) a list of premiums and prizes awarded to participate in its preceding fair or youth show; and (3) verified signatures of the president and secretary or manager of the fair or youth show confirming that the show is in accordance with any contract between the show and WSU, per Chapter 15.76 RCW and Chapter 16-700 WAC. WSU shall then forward the certified applications to WSDA by December 31st.
- WSDA will distribute approved fair fund allocations directly to those youth shows whose applications were certified by WSU. A written distribution report of the allocations made to the applicable youth shows will be provided to WSU prior to the distribution of the funds by WSDA.

RECORDS MAINTENANCE

The parties of this Interagency Agreement shall maintain records and documents and other evidence, which sufficiently and properly reflects the allocation of state fair funds. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All records, documents, and other material relevant to the Interagency

Agreement will be retained for six years after allocation of funds and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period.

Records and other documents, in any medium, furnished by one party of this Interagency Agreement to the other party, will remain the property of the furnished party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of the Interagency Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

CONTRACT PERIOD

- 1) The effective date of this Interagency Agreement shall be the date of the last signature of the contracting parties.
- 2) This Interagency Agreement shall remain in effect unless terminated by either party upon not less than thirty (30) days prior written notice.

CONTRACT MODIFICATIONS

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

HOLD HARMLESS

- 1) It is understood and agreed that this Interagency Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Interagency Agreement. Each party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. 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.

- 2) No liability for the debt or actions of the officers or management of the youth show or fair shall exist against WSU in verifying the signature of the youth shows president and/or manager.

GOVERNING LAW AND VENUE

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

SEVERABILITY

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

ENTIRE INTERAGENCY AGREEMENT

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

DISPUTES

Except as otherwise provided in this Interagency Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by WSDA, a representative appointed by WSU, 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.

ADMINISTRATION

- a) **WSU's representative will be (name, address, telephone, fax, email (if available) addresses:**

PAT BOYLES, DIRECTOR 4H
1606 WEST PIONEER
PUYALLUP WA 98371
253-445-4589 FAX 253-445-4649
BOYLES@WSU.EDU
b) WSDA'S representative shall be:

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

IN WITNESS WHEREOF, WSDA and WSU have executed this Interagency Agreement as of the date and year written below.

FOR WSDA:

Dan Newhouse, Director
Print Name and Title

by [Signature]
Signature

Date: 7/30/10

FOR WSU:

PAT BOYLES, DIRECTOR 4H
Print Name and Title

[Signature]
Signature

Date: 7/2/10

Approved:

Richard A. Heath
Sr. Associate Vice President
Washington State University

Richard A. Heath
Print Name and Title

[Signature]
Signature

Date: 7/8/10