

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-190

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A NONDISCLOSURE
AGREEMENT WITH PERIMETER SOLUTIONS LP

WHEREAS, Snohomish County operates the Snohomish County Airport Fire Department at Paine Field (Airport Fire Department); and

WHEREAS, the County has firefighters at the Airport Fire Department that will be affected by changes in State regulations regarding the use of fluorine free firefighting foams; and

WHEREAS, the County has firefighters at the Airport Fire Department that will be viewing a training exhibition of fluorine free firefighting foams; and

WHEREAS, Perimeter Solutions LP is the owner of their Fluorine Free 3% Mil-Spec firefighting foam; and

WHEREAS, Perimeter Solutions LP is requesting Snohomish County to sign a nondisclosure agreement subject to the State's Public Records Act; and

WHEREAS, the purpose of this nondisclosure is to protect and preserve the confidential and proprietary nature of information and materials that Perimeter Solutions LP will be exhibiting;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the Snohomish County Executive to sign the Nondisclosure Agreement with Perimeter Solutions LP in the form attached hereto.


PASSED this 9th day of May, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is entered into as of the date last signed below ("Effective Date") by and between Snohomish County, a political subdivision of the state of Washington, for Paine Field Snohomish County Airport ("Participant" or "County"), located at 10630 36th Pl West Everett, WA 98204 and Perimeter Solutions LP, a Delaware limited partnership, 8000 Maryland Ave, Suite 350, Clayton, MO, 63105 ("PSLP" or "Company"). The Parties agree as follows:

PSLP wishes to protect and preserve the confidential and proprietary nature of information and materials that may be disclosed or made available by it or its affiliates to the Participant in connection with certain discussions, negotiations or dealings among the Parties including but not limited to Fluorine Free 3% Mil-Spec testing for certain PSLP and its affiliates' products as listed in Annex A (the "Purpose").

1. Confidential Information. "Confidential Information" means any and all information and material disclosed by PSLP or any affiliate thereof, and/or received or obtained by the Participant from PSLP or any affiliate thereof, in and all data, records, reports, calculations, opinions, charts, documents and all other information of whatever nature whether observed, written, digital or oral and whether or not noted thereon to be "proprietary" or "confidential". Confidential Information, includes without limitation, any (a) trade secret, know-how, idea, concept, procedures, invention, process, technique, system, algorithm, device, design, schematic, drawing, formula, data, plan, strategy and forecast, (b) commercial, business, scientific, technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information, devices, samples and materials (whether or not patented or patentable); and (c) the list of products on Annex A (the "Products"), and any and all information related to the Products, including, but not limited to evaluation carried out using the Products.

2. Exceptions to the Non-Disclosure Obligations. The restrictions on disclosure and non-use in this Agreement shall not apply to such portions of the Confidential Information which Participant can show: (i) is or becomes publicly available through lawful means and by no breach of this Agreement or any third party's confidentiality obligation, (ii) is disclosed to Participant without confidential or proprietary restriction by a third party who rightfully possesses such information and did not learn of it, directly or indirectly, from PSLP, (iii) is approved by PSLP for disclosure without restriction, in a written document that is signed by duly authorized officers of PSLP or their designees, or (iv) is or was (and can be shown by written record) developed independently by Participant or was in its possession without use of, access to, or reference to any of the Confidential Information and without violation of any confidentiality restriction.

3. Use of Confidential Information. Participant may use Confidential Information only in pursuance of its business relationship with Company. Participant is subject to state laws governing disclosure of public records as an employee of County. Participant agrees that Confidential Information as defined above shall be afforded protection under applicable law. This Agreement and all public records associated with this Agreement shall be available from the Participant for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW. If Participant or County receives a request under the Public Records Act to inspect or copy Confidential Information so identified by Company and the County determines that release of the information is required by the Public Records Act or otherwise appropriate, the County's sole obligations shall be to notify Company (a) of the request and (b) of the date that such information will be released to the requester unless Company obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Company fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. Participant has, and by this section assumes no obligation on behalf of Company to claim any exemption from disclosure under the Act. Participant shall not be liable to Company for releasing records not clearly identified by Company as Confidential Information. Participant shall not be liable to Company for any records that Participant or County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. If required by subpoena or as part of a judicial process, government investigation, legal

proceeding, or other similar process, to disclose the Confidential Information, that prior to any such disclosure Participant will give Company immediate written notice of receipt of such disclosure obligation to allow Company to protect its interests. Except as provided in this Agreement, Participant will not disclose Confidential Information to anyone without Company's prior written consent. Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. Participant Personnel. Participant will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information. With its personnel, Participant will use the same degree of care, but no less than a reasonable degree of care, as the Participant uses with respect to its own similar information to protect the Confidential Information and to prevent unnecessary communication or publication of the Confidential Information.

5. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of Company. Company's disclosure of Confidential Information will not constitute an express or implied grant to Participant of any rights to or under Company's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Participant will not use any trade name, trademark, logo or any other proprietary rights of Company (or any of its Affiliates) in any manner without prior written authorization of such use by Company).

6. Notice of Unauthorized Use. Participant will notify Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Participant will cooperate with Company in every reasonable way to help Company regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

7. Return of Confidential Information. To the extent permitted by law, Participant will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Company's written request.

8. Injunctive Relief. Consistent with the process set forth in Section 3, Participant acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Company as to which monetary damages may be difficult to ascertain or an inadequate remedy. Participant agrees that Company will have the right, in addition to its other rights and remedies, to obtain an immediate injunction or other available equitable relief in any court of competent jurisdiction in the State of Washington, enjoining any such disclosure.

9. Scope; Termination. This Agreement covers Confidential Information received by Participant prior and subsequent to the Effective Date. This Agreement is effective as of the Effective Date and will continue for one (1) year, or until terminated earlier by either Party with ninety (90) days prior written notice. The confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2. The Company understands and acknowledges that any writing provided to Participant may be subject to disclosure under Public Records Act, Chapter 42.56 RCW ("Public Records Act") regardless of whether it contains Confidential Information. Participant understands and acknowledges that it must comply with the Public Records Act at all relevant times.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Participant may not assign this Agreement without Company's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other

provision of this Agreement that can be given effect. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state courts in Snohomish County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices will be delivered to the addresses set forth above.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives on the date indicated below their signatures.

SNOHOMISH COUNTY:

Boungjaktha,
Neepaporn

Digitally signed by Boungjaktha,
Neepaporn
Date: 2023.05.09 11:14:10 -07'00'

County Executive Director

Date

PERIMETER SOLUTIONS LP:

E-SIGNED by Craig McDonnell
on 2023-04-13 12:22:18 GMT April 13, 2023

(Signature)

Date

VP/GM Americas

(Name and Title, printed)

Approved as to form only:

E-SIGNED by William Waits
on 2023-04-13 14:43:35 GMT April 13, 2023

Counsel to the Contractor

Date

Approved as to form only:

Corsi, Michelle

Digitally signed by Corsi, Michelle
Date: 2023.04.13 12:02:45 -07'00'

Deputy Prosecuting Attorney

Annex A

List of Products, as may be amended from time to time by PSLP

Solberg 3% SFFF Mil-Spec