EXHIBIT B
SAMPLE SUBAWARD AGREEMENT

SUBAWARD AGREEMENT BETWEEN SNOHOMISH COUNTY AND [RECIPIENT] TO IMPLEMENT PORTIONS OF THE SHORELANDS FLOODPLAINS BY DESIGN PHASE 4 AGREEMENT [PROJECT NAME]

Date of Execution through June 30, 2029

This Subaward Agreement Between Snohomish County and the [Recipient] to Implement Portions of the Shorelands Floodplains by Design Phase 4 Agreement [project name] (this "Agreement"), is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the [recipient], a Washington municipal corporation (the "[Recipient]").

RECITALS

A. The Washington State Department of Ecology ("Ecology") awarded Shorelands Floodplains by Design Grant funds to Snohomish County under Award No. SEAFBD-2527-SnCoCN-00011 (the "FbD Grant") beginning July 1, 2025, for work on the Community Floodplain Solutions program to advance implementation of integrated floodplain management in the Snohomish Watershed; and

B. The FbD Grant identifies the [Recipient] as a sub-awardee for [project name] and requires the County to enter into an agreement to pass through FbD Grant funds in the amount of [Amount] ($XXX,000.00) to the [Recipient] to [Project Description]);

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the [Recipient] agree as follows:

1. PURPOSE OF AGREEMENT

The County received FbD Grant funding from Ecology as part of the Community Floodplain Solutions (CFS) – Phase 4 Implementation & Evaluation proposal though the FbD Grant to implement certain projects as well as to sub-award and perform grant administration for other projects in the Snohomish Watershed. The purpose of this Agreement is to sub-award a portion of the grant funding and contract with the [Recipient]

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to [project description] as described in Appendix A (the "Scope of Work"), attached hereto and incorporated herein by this reference. The source of funds for this Agreement is the FbD Grant, attached hereto as Appendix D and incorporated herein to the extent referenced by this Agreement.

2. DURATION OF AGREEMENT

The term of this Agreement is the date of execution (the "Effective Date") through June 30, 2029 (the "Term") unless extended or terminated as provided herein. The County's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall terminate in accordance with provisions of this Agreement upon the last day of funding.

3. SCOPE OF WORK

A. The [Recipient] shall furnish the necessary personnel, equipment, material, parts, and/or services and otherwise to do all the things necessary for or incidental to the performance of work set forth in Appendix A.

B. The [Recipient] will not be required to perform work for the County in excess of work specified in Appendix A except by mutual agreement to a written amendment to this Agreement.

4. PERFORMANCE

The [Recipient] agrees to satisfy all aspects of this Agreement, including the Appendices, in a timely and professional manner. The [Recipient] further agrees to adhere to all terms, conditions, assurances, and certifications set forth in the FbD Grant in Appendix D. At any time that the [Recipient] cannot fulfill its responsibilities under this Agreement, the [Recipient] shall notify the County thereof in writing, together with an explanation of why said responsibilities cannot be fulfilled. Failure to perform shall be cause for the County to terminate. A decision by the County not to terminate after a failure by the [Recipient] to meet its responsibilities shall not constitute a waiver of the right to terminate based on such failed responsibility nor a forfeiture of the County's right to terminate in the future.

5. SUBCONTRACTING

A. In no event shall the existence of a subcontract operate to release or reduce the liability of the [Recipient] to the County for any breach in the performance of the [Recipient]'s

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duties under this Agreement. This clause does not include contracts of employment between the [Recipient] and personnel assigned to work under this Agreement.

B. The [Recipient] is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement and the FbD Grant are carried forward to any subcontracts. The [Recipient] and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the County or as provided by law.

C. If, at any time during the progress of the work, the County determines in its sole judgment that any subcontractor is incompetent, the County shall notify the [Recipient], and the [Recipient] shall take immediate steps to terminate the subcontractor's involvement in the work. The termination of a subcontractor shall not relieve the [Recipient] of any of its responsibilities under this Agreement, nor be the basis for additional charges to the County.

6. ADMINISTRATION OF AGREEMENT

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	[Recipient]'s Initial Administrator:
Surface Water Management	[Recipient name and address]
Attn: Jessica Hamill	
Snohomish County Dept. of Conservation and Natural Resources	
3000 Rockefeller Ave, M/S 303	Email:
Everett, WA 98201	
Email: jessica.hamill@snoco.org	

Either party may change its administrator at any time by sending notice of such party's new administrator to the other party's administrator.

7. MONITORING

A. The County shall monitor the performance of the [Recipient]'s work under this Agreement. The County shall examine work product, quarterly reports and invoices submitted by the [Recipient], and shall render decisions concerning acceptability of work and payment of invoices. In the event that the [Recipient] makes a written request for information from the County relative to completion of the [Recipient]'s work, the County shall respond either by providing such information, if available, within a

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reasonable time period, or by providing a rationale for the County's inability to provide such information.

B. Upon the [Recipient]'s submittal of any report, invoice or other information required by the scope of work, the County may accept, reject, request modifications to, or request additions to the work, as the County deems appropriate.

8. COMPENSATION

A. The County will reimburse the [Recipient] for work accomplished pursuant to this Agreement and the budget as set forth in Appendix B to this Agreement, which is incorporated by reference herein. Reimbursement for such work will not be made until the work is accepted by the County. The [Recipient] shall include in its request for reimbursement a progress report pursuant to Appendix A and an invoice which itemizes the [Recipient]'s total work and an hourly rate apportioned amongst the various tasks as detailed in Appendix B. The hourly rate shall include salary and fringe benefits only. The sum of work performed by the [Recipient] pursuant to this Agreement shall be invoiced as described in Section 9 of this Agreement.

B. In no event shall the compensation to be provided under this Agreement exceed [**$XXXX**].

C. The source of funds for this Agreement is the FbD Grant, attached as Appendix D. Such funds shall be used only in fulfilling work specified in Appendix A. If a reduction of funds occurs, the County may unilaterally terminate all or part of this Agreement or may reduce the scope of work detailed in Appendix A.

9. INVOICING AND PAYMENT

A. The [Recipient] shall submit all invoices quarterly to:

Department of Conservation and Resources
Surface Water Management
Attn: Connie Price, Contract Specialist
3000 Rockefeller Ave., M/S 303
Everett, WA 98201

Email to: SWMContracts@snoco.org

B. An example of the detail required for each invoice submittal is included in Appendix C to this Agreement.

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C. Invoices shall be submitted within thirty (30) days of the end of each of the first three quarters, and within ten (10) days of the end of the last quarter. Said invoices shall be for services performed in fulfillment of this Agreement and shall include an accounting of time spent on tasks identified in Appendix A. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

D. The County will provide reimbursement within thirty (30) days of accepting work detailed in a written invoice, provided the invoice clearly identifies work performed and costs incurred as described in Appendix B, and that the work as specified in Appendix A has been accomplished.

10. AUDIT AND INSPECTION

The [Recipient] shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The [Recipient]'s records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The [Recipient] shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

11. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the County and the [Recipient] and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the [Recipient] with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

12. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

13. TERMINATION

A. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the County may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to the [Recipient]. The

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termination shall be effective on the date specified in the termination notice. The [Recipient] shall continue to perform their obligations through the date of termination. The obligation of the County to make final payment shall survive the termination of this Agreement.

B. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the Agreement's terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

C. The County and [Recipient] may terminate this Agreement by written, mutual consent of both parties with thirty (30) days' notice to be given by either party unless other timing is mutually agreeable. Both parties shall continue to perform their obligations through the date of termination.

14. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

15. RIGHTS AND REMEDIES

A. In no event shall any payment by the County to the [Recipient] constitute a waiver by the County of any breach of covenant or any default that may exist on the part of the [Recipient]. The making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any of the County's rights and remedies, hereby expressly recognized, to recover payments or portions thereof, to which the [Recipient] was not entitled under this Agreement, where any payments were made by mistake, or to pursue any other remedy available to the County with respect to breach or default of this Agreement.

B. In the event the County terminates this Agreement pursuant to Section 13, the County will not be held liable for any monetary loss incurred by the [Recipient] due to termination.

16. HOLD HARMLESS

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A. The [Recipient] agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the [Recipient], its officials, employees and agents in performing this Agreement except for those arising out of the negligence of the County. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the [Recipient], and the [Recipient], by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

B. In the event that the County incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the [Recipient]. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

C. Nothing contained within this Section shall affect and/or alter the application of any other term or condition of this Agreement. This hold harmless agreement and waiver of immunity was mutually and expressly negotiated and agreed between the County and the [Recipient]. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

17. RELATIONSHIP TO EXISTING LAWS

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable local regulations. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statue or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and local regulations;
2. Any provisions of the Grant funding associated with the Agreement;
3. Scope of Work; and
4. Any other provisions of the Agreement, including materials incorporated by reference.

The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

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18. NONASSIGNMENT

The [Recipient] shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the County, except as allowed under Section 5.

19. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

20. INDEPENDENT CONTRACTOR

The [Recipient] will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the [Recipient] is not entitled to any benefits or rights enjoyed by employees of the County. The [Recipient] specifically has the right to direct and control the [Recipient]'s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

21. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the County and the [Recipient] for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW.

22. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

23. MISCELLANEOUS

A. No obligation in this Agreement shall limit the [Recipient] in fulfilling its responsibilities otherwise defined by law.

B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the [Recipient] have executed this Agreement as of the last date of the last party to sign.

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THE COUNTY:

By_____
County Executive Date

Approved as to Form:

_____
Deputy Prosecuting Attorney

THE [RECIPIENT]:

By_____
Date

Title: _____

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Appendix A
Scope of Work

Appendix B
Compensation

Appendix C
Invoice Document Example

Appendix D
Shorelands Floodplains by Design Grant Agreement
Award No. SEAFBD-2527-SnCoCN-00011

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