

STATUTORY PARTNERSHIP AGREEMENT

This STATUTORY PARTNERSHIP AGREEMENT (this “Agreement”), is made and entered into this 13th day of November, 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County” or “Lead Applicant”), and SNOHOMISH COUNTY FARM BUREAU, a Washington nonprofit corporation (the “Farm Bureau” or “Statutory Partner”).

RECITALS

A. The County owns and operates the real property commonly known as McCollum Pioneer Park and located at 600 128th St. SE, Everett, WA 98206. This property is under development to construct a Food and Farming Center through which it will support area farmers.

B. The Farm Bureau is a registered 501(c)(5) nonprofit organization that is dedicated to ensuring that there is a safe and secure food supply and that agricultural resources remain available for both the present and the future needs of our community.

C. The County intends to submit to the U.S. Environmental Protection Agency (the “EPA”), Office of Environmental Justice and External Civil Rights, an application for the Environmental and Climate Justice Community Change Grants Program (the “Grant Application”) in order to fund complete design and construction of the Food and Farming Center.

D. To be eligible for funding consideration, the County’s Grant Application must include a copy of a written and signed statutory partnership agreement with a community-based organization.

E. The Farm Bureau is a nonprofit organization as defined 2 C.F.R. §200.1 and also meets the additional criteria to be considered a community based organization,

AGREEMENT

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 Farm Bureau agree as follows:

1. Roles of the Parties.

For purposes of the Grant Application and any award made thereunder, the County shall serve as the “Lead Applicant” and the Farm Bureau shall serve as the “Statutory Partner,” as those terms are defined by the Environmental and Climate Justice Community Change Grants Program.

2. Effective Date and Duration.

This Agreement shall be effective upon mutual execution. Unless earlier terminated pursuant to the provisions of Section 11 below, this Agreement shall remain in effect through the later of either (a) completion of all activities associated with the Grant Application if the Grant Application is awarded, or (b) denial of the Grant Application.

3. Agreement to Enter into Subaward.

Should the County's Grant Application be accepted for award, the parties agree to enter into a subaward agreement, as described generally below, that complies with the subaward requirements in the grant regulations at 2 C.F.R. §200.331 and in EPA's Subaward Policy and related guidance and that contains the terms and conditions included in this Agreement.

The parties anticipate that the Farm Bureau will be responsible for the following deliverables under the subaward agreement:

3.1 Hosting informational meetings and regional meetings for Snohomish County and regional farmers about the Food and Farming Center;

3.2 Assisting in the creation and distribution of an online survey to gather information from farmers about their needs for a Food and Farming Center;

3.3 Creating and posting quarterly updates on the Food and Farming Center in the Farm Bureau's "The Voice of Local Agriculture;"

3.4 Participating in stakeholder meetings related to the Food and Farming Center;

4. Responsibilities of Lead Applicant.

Should the County's Grant Application be accepted for award, the County, as Lead Applicant, shall have the following responsibilities:

4.1 Overall management, performance, oversight, and reporting responsibilities under the Environmental and Climate Justice Community Change Grants Program. The County shall maintain accurate time and accounting records related to the grant activities.

4.2 Making of subawards to Collaborating Entities, as that term is defined in the Notice of Funding Opportunity for the Environmental and Climate Justice Community Change Grants Program.

4.3 Receipt of federal funds from the EPA and the proper expenditure of those funds. The County shall bear liability for any unallowable costs.

4.4 Compliance with grant terms and conditions as well as any associated legal issues, including, but not limited to, management of risks associated with the grant activities.

4.5 Review and approve the content to be presented by the Farm Bureau in public meetings and publication. Collaborating on presentations with the Farm Bureau.

5. Responsibilities of Statutory Partner.

Should the County's Grant Application be accepted for award, the Farm Bureau, as the County's Statutory Partner, shall provide collaborative assistance on administering the Grant as requested by the County, including, but not limited to those activities enumerated in Section 3 and such activities as agreed to between the parties.

6. Independent Contractor.

The Farm Bureau agrees that it is as an independent contractor and not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Farm Bureau is not entitled to any benefits or rights enjoyed by employees of the County. The Farm Bureau specifically has the right to direct and control its own activities under this Agreement. The County shall only have the right to ensure performance.

The Farm Bureau shall furnish, employ and have exclusive control of all persons to be engaged in performing the its obligations under this Agreement and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Farm Bureau personnel shall for all purposes be solely the employees or agents of the Farm Bureau and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Farm Bureau personnel, the Farm Bureau shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Farm Bureau personnel when required by law.

Because it is an independent contractor, the Farm Bureau shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Farm Bureau agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Farm Bureau assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Farm Bureau and as to all duties, activities and requirements by the Farm Bureau in performance of the work under this Agreement. The Farm Bureau shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

7. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Contract caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Insurance.

8.1 Farm Bureau Insurance

Maintenance of insurance as required herein shall not be construed to limit the liability of the Farm Bureau to the coverage provided by insurance or to limit the County's recourse. The Farm Bureau shall, at its' own cost, procure by the time of execution of this Agreement and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Farm Bureau, its agents, representatives, or employees. Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Stop Gap shall

be included (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy).

- b. Automobile Liability: If a vehicle is used for any activities on this Agreement, ISO Form CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation: Statutory requirements of the state or states of residency.

For any claims related to this project, the Farm Bureau's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 2010 04/13 as respects the County, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the County shall be excess of the Farm Bureau's insurance and shall not contribute with it.

PROOF OF INSURANCE: The Farm Bureau shall furnish the County prior to contract execution (i.) a Certificate of Insurance and (ii.) Additional Insured Endorsement or copy of equivalent CGL policy language naming Snohomish County, its officers, officials, employees, and agents as Additional Insureds

8.2 Snohomish County Insurance

Snohomish County (County) maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The Farm Bureau acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. The Farm Bureau further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

8.3 Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

9. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Default and Remedies.

10.1 Default. If the Farm Bureau fails to perform any act or obligation required to be performed by it hereunder, the County shall deliver written notice of such failure to the Farm Bureau. The Farm Bureau shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the Farm Bureau shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of the Farm Bureau’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the County shall have the right to exercise any or all rights and remedies available to it in law or equity, including termination as provided for in Section 11.

11. Early Termination.

11.1 30 Days’ Notice. Except as provided in Section 11.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Procedures for Replacing a Statutory Partner. Should either party give notice of its intent to terminate this Agreement, the parties shall work diligently to identify a replacement community based-organization to serve as the statutory partner. The replacement community based-organization must be of comparable expertise, experience, knowledge, and qualifications to the Farm Bureau. The replacement community-based organization must be able to complete the grant activities within remainder of the three (3) year grant period. The replacement community based-organization must be approved by an authorized EPA official pursuant to 2 C.F.R. §200.308(c)(6), after which the replacement community based-organization and the County will enter into a new statutory partnership agreement.

11.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for

specific performance of this Agreement or for damages.

13. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County
 3000 Rockefeller Ave
 M/S 605, Room M206
 Everett, WA 98201
 Attention: Rachel Dodson
 Project Manager

If to the Farm Bureau: Farm Bureau
 930 Sunnyside Blvd.
 Lake Stevens, WA 98258
 Attention: Tara Luckie
 Farm Bureau President

The County or the Farm Bureau may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

14. Miscellaneous.

14.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

14.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

14.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not

strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

14.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.9 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.10 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14.11 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the Farm Bureau and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

14.12 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“County”

Snohomish County

**Harper,
Lacey**

Digitally signed by
Harper, Lacey
Date: 2024.11.13
08:38:57 -08'00'

By _____

Name:

Title: Executive Director

Approved As To Form Only:

Marsh, George

Digitally signed by Marsh,
George
Date: 2024.10.30 16:16:59
-07'00'

Deputy Prosecuting Attorney

“Farm Bureau”

Snohomish County Farm Bureau

**Tara
Luckie**

Digitally signed by
Tara Luckie
Date: 2024.10.31
14:53:41 -07'00'

By _____

Name:

Title:

Approved As To Insurance Provision:

Baer, Diane

Digitally signed by Baer,
Diane
Date: 2024.10.31
12:08:03 -07'00'

Risk Management