

CONSULTANT: Earth Finance
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Seattle, WA 98101
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 92-1076590
TELEPHONE/FAX NUMBER: 740-877-9417
COUNTY DEPT: Executive
DEPT. CONTACT PERSON: Simreet Dhaliwal
TELEPHONE/FAX NUMBER: 425-388-4971
PROJECT: Sustainable Aviation Fuels Consultant – Business Plan
AMOUNT: \$822,983.00
FUND SOURCE: 130 577211054101
CONTRACT DURATION: Upon Execution through June 15, 2025,
unless extended or renewed pursuant to Section 2 hereof.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Earth Finance, Inc, a for-profit corporation licensed to do business in the State of Washington (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is provide professional services for the development and implementation of a SAF Center business plan. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-24-023SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective Upon Execution (the “Effective Date”) and shall terminate on June 15, 2025. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than June 15, 2025 , PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the Effective Date, this Agreement shall govern services provided by the Contractor from June 15, 2024, through June 15, 2025.

2. Compensation.

A. Services. The County will pay the Contractor for services provided under this Agreement at an hourly rate of \$257.00, plus reimbursable expenses set forth in Schedule B, PROVIDED, HOWEVER, that in no event shall the total amount charged by the Contractor or paid by the County for services and reimbursable expenses during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$822,983.00. Time may be recorded and invoiced by the Contractor in fractional hours with increments of no less than fifteen (15) minutes.

B. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule B attached hereto and by this reference made a part of this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule B. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

D. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoPaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐No ☐

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$822,983.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

3. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor'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. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor 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 Contractor personnel when required by law.

Because it is an independent contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor 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.

4. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Simreet Dhaliwal
 Title: Economic Development & Tourism Specialist
 Department: Executive
 Telephone: (425) 388-3971
 Email: Simreet.Dhaliwal@snoco.org

7. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

8. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County, which the County will not unreasonably delay, condition or withhold. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

9. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

10. Indemnification.

A. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement,

to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees, and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, 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.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

11. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period,

if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000;

v. Professional Liability: N/A

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

12. Disclaimers of Damages and Limitation of Liability.

A. Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE SOUGHT WAS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. Cap on Liability. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE COUNTY TO CONTRACTOR UNDER THE AGREEMENT (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

C. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY EARTH FINANCE TO THE COUNTY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION ___ WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish Agreement for Professional Services

County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. State Non-discrimination. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

A. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor 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. Subject to Section 12, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

15. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or

activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 22 of this Agreement.

22. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon thirty (30) business days’ written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable

expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

23. 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 Executive Office
3000 Rockefeller Ave
Everett, Washington 98201
Attention: Simreet Dhaliwal
Economic Development & Tourism Specialist

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Earth Finance
601 Union St., Ste 3532
Seattle WA 98101
Attention: Angie Santo-Walter
Chief Operating Officer

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

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the

County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. 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 of 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.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the Contractor's response shall govern.

27. 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.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by 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.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

County Executive Director Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker,
Sheila
Date: 2024.08.09 09:50:42
-07'00'
Risk Management Date

Approved as to form only:

Wendling, Rebecca Digitally signed by Wendling,
Rebecca
Date: 2024.08.06 15:01:25 -07'00'
Deputy Prosecuting Attorney Date

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>8/21/2024</u> |
| ECAF # | <u>2024-1855</u> |
| MOT/ORD | <u>Motion 24-332</u> |

Earth Finance:

DocuSigned by:
Angie Santo-Walter 8/6/2024
B8D18A0CA5884A0...
Angie Santo-Walter Date

Confirmation of legal representation:

DocuSigned by:
Joan Bowe 8/6/2024
7472AFBDF51475...
Legal Counsel to the Contractor Date

Schedule A Scope of Services

• **PROJECT SUMMARY & OVERVIEW**

Snohomish County is interested in establishing a world-leading Sustainable Aviation Fuels (SAF) Research and Development Center at Paine Field. In 2023, the plan received a crucial \$6.5 million appropriation from the Washington State Legislature. This SAF R&D Center will have a significant impact on the climate economy locally and worldwide and could create widespread investment and jobs in the region. The County has been working to provide regular briefings to key national and international stakeholders across public, private, and nonprofit sectors. As part of this effort, the Contractor shall lead the development and implementation of a business plan through targeted and strategic engagement. The Contractor shall develop a business model, lead outreach and feasibility missions, and conduct other tasks as related to the project's success.

• **REPORTING**

Contractor shall submit reports and deliverables for this contract in conjunction with the monthly invoices. With each invoice, Contractor shall submit a report that includes percent of completion for each deliverable along with hours worked as well as an annotative report on key takeaways. Reporting also includes an after-action summary of activities and outcomes of international and domestic benchmarking trips. The County shall review and approve the accompanying deliverables, progress, and reports before processing the invoice. Acceptance of the deliverable should be based upon comprehensiveness of product and hours of work completed per task.



• **PROJECT DESCRIPTION & SERVICES**

a. Services

i. Task 0: Administrative Fee

- 0.1: Management Oversight, Operational Support, miscellaneous hard costs for event hosting

ii. Task 1: Business Plan Development & Outreach

- Business Plan
 - 1.1- Updated Business Plan: Enhancement and development of a SAF Center business plan.
 -  Hiring Plan and roadmap: Develop and execute a potential hiring plan for the proposed operating structure based on feedback and decisions pending Task 2.1.
 - 1.3 - Updated Communications Strategy: Provide input on public relations and communications strategy related to public and private engagement.
- Corporate Sponsorship & Support
 - 1.4 - Corporate Member Presentation Overview & Executive Summary: Develop the value proposition summary for corporate involvement with the SAF Center, by industry group. Define specific value drivers for each target stakeholder, informed by the roundtable conversations, benchmarking analysis, and business plan. Outline the key benefits each stakeholder would experience by engaging and supporting the SAF Center.
 - 1.5 - Engagement Plan, Meeting Notes, and Action Plan: Targeted and strategic corporate partner engagement for support of the SAF R&D Center. Initiate corporate engagement and fundraising through multiple 1:1 and team meetings with each target member to showcase the project goals, value proposition, and funding commitments needed to participate.
 - 1.6 - Public/Private Funding Summary and Tracker: Explore additional funding opportunities at the public and private level and outline timeline, application requirements, and other key criteria that would determine eligibility.
 -  SAF Center Launch Event: Plan, coordinate, and execute launch event to convey strategy and vision of SAF Center to key stakeholders to build momentum for strategic partnerships and support.

iii. Task 2: Establish Operating Model and Governance Structure

- Final Deliverable of Task 2 will be a written operating model and packet that includes the following documents and tasks:
 - 2.1 - SAF R&D Program Plan: Analyze the feasibility of local government/County involvement in SAF structures proposed in draft business plan. Additionally, analyze different levels of County involvement, such as lessor (limited involvement) to creator of

Schedule A Scope of Services

legal entity that controls SAF, such as LLC, nonprofit corporation, public development authority, or other legal entity counties are authorized to create under applicable law in Washington State.

- 2.2 - Stakeholder Map: Identify key stakeholders across public and private sectors and outline various engagement channels.
- 2.3 – Establishment: Create a sample charter, ground rules of engagement, governance structures, and roles and responsibilities for the potential institute.
- 2.4 - Program Budget: Establish an annual budget and pro forma process to effectively manage programmatic functions of the center, including limitations of public entity involvement .
- 2.5 - Program Schedule: Build project schedule, strategic timelines, and engagement plans to track and manage the successful execution of the project.
- 2.6 – Roundtable Conversations: Facilitate roundtable conversations amongst key public, state, and academic entities to understand the operating model that potential members would like to see and whether such models are feasible. Solicit feedback and input on potential models and business strategies
- 2.7 - Change Management and Communications Plan: Develop change management and communications plans that outline the schedule of key communications and target outcomes of each communication channel. Leverage change management plan to outline which communication strategies to deploy with each unique stakeholder group.
- 2.8 - Benchmarking Assessment: Conduct high level peer benchmarking analysis that informs locations, and summarizes strengths and weaknesses of various models. This analysis will look at the pros and cons of existing similar institutes across the world to see which best practices can be integrated in to the operating model of the SAF Center.

iv. Task 3: Benchmarking Trips & Logistics

- Benchmarking
 - Organize key benchmarking trips that will allow for knowledge-building and understanding of best practices on a global scale.
 - 3.1 - Successful Event with Documented Outcomes, Key Take-aways, and Next Steps: Singapore Benchmarking Trip
 - 3.2 - Successful Event with Documented Outcomes, Key Take-aways, and Next Steps: United Kingdom Benchmarking Trip
 - 3.3 - Successful Event with Documented Outcomes, Key Take-aways, and Next Steps: Domestic Benchmarking Trip

v. Task 4: Position for Growth & Expansion

- Business Model Innovation & Enhancement
 - 4.1 - Phase II Recommendation and Executive Summary: Manage and prioritize the phase 2 expansion work alongside academic partners by hosting a retreat for Snohomish County and other interested parties (as determined by the County) for both the temporary repository and permanent site.
 - 4.2- Updated Business Plan with Workforce Development and Technology/Innovation Best Practices: Integrate workforce development, technological innovation, and best practices into a SAF Center business plan.

b.Subcontracts

i. Business Plan Development Contract

- To support Deliverable 2.1- the enhancement and further development of a business plan, the Contractor may sub-contract to a third-party provider to analyze, refine, and further develop a SAF Center Business Plan. This subcontract can include the following tasks:
 - Provide contacts and discussion topics to use in initial fact finding and level setting with principal stakeholders.
 - Review similar facilities to determine the viability of the proposed research and development center at Snohomish County Airport, Paine Field.
 - Draft a report on the specific technology focus, potential stakeholders, funding streams,

Schedule A Scope of Services

- facilities requirements, equipment requirements etc that will be useful to the SAF Center.
- Additional support for project as needed in contract time frame.

Schedule B
Compensation

Schedule B will be attached.

Schedule C
Timeline

Schedule C is Attached.

Schedule B - Contract Budget

| Workstream and Activities | Total Effort (hrs.) | Hourly Fee* | Soft Costs | Hard Costs | Sub-contract | Total Costs |
|--|---------------------|-------------|-------------------|-------------------|--------------|-------------------|
| Administrative fee | | | | | | |
| Management Oversight | 130 | \$ 257 | \$ 33,410 | | | \$ 33,410 |
| Operational Support | 143 | \$ 257 | \$ 36,751 | | | \$ 36,751 |
| Miscellaneous Hard Costs (i.e. Event hosting and mgmt.) | | | | \$ 12,000 | | \$ 12,000 |
| Sub-total | 273 | | \$ 70,161 | \$ 12,000 | \$ - | \$ 82,161 |
| Business Plan Implementation & Outreach | | | | | | |
| 1.1 Updated Business Plan: Finish & Implement SAF R&D Business Plan | 40 | \$ 257 | \$ 10,280 | | \$ 20,000 | \$ 30,280 |
| 1.2 Hiring Plan and Roadmap: Develop and execute hiring plan | 60 | \$ 257 | \$ 15,420 | | | \$ 15,420 |
| 1.3 Updated Communications Strategy: Inform public relations and communication strategy | 40 | \$ 257 | \$ 10,280 | | | \$ 10,280 |
| 1.4 Develop value proposition for Corporate Sponsorship | 200 | \$ 257 | \$ 51,400 | | | \$ 51,400 |
| 1.5 Engagement Plan, Meeting Notes, and Action Plan: Engage prospective corporate partners & Fundraising | 260 | \$ 257 | \$ 66,820 | | | \$ 66,820 |
| 1.6 Public/Private Funding Summary and Tracker: Explore additional public/private funding opportunities | 180 | \$ 257 | \$ 46,260 | | | \$ 46,260 |
| 1.7 Launch Event | 120 | \$ 257 | \$ 30,840 | \$ 15,000 | | \$ 45,840 |
| Sub-total | 900 | | \$ 231,300 | \$ 15,000 | \$ 20,000 | \$ 266,300 |
| Establish Operating Model & Governance Structure | | | | | | |
| 2.1 SAF R&D Program Plan: Create Charter, ground rules, governance structure, etc. | 45 | \$ 257 | \$ 11,565 | | | \$ 11,565 |
| 2.2 Stakeholder Map: Identify key stakeholders & engagement channels | 45 | \$ 257 | \$ 11,565 | | | \$ 11,565 |
| 2.3 Establish 501(C) 3 : Secure necessary documentation for entity | 48 | \$ 257 | \$ 12,336 | | | \$ 12,336 |
| 2.4 Program Budget: Establish budget & pro-forma | 45 | \$ 257 | \$ 11,565 | | | \$ 11,565 |
| 2.5 Program Schedule: Build strategic timelines and plan | 100 | \$ 257 | \$ 25,700 | | | \$ 25,700 |
| 2.6 Roundtable Conversations: Facilitate meetings with strategic partners and stakeholders | 60 | \$ 257 | \$ 15,420 | | | \$ 15,420 |
| 2.7 Change Management and Communications Plans | 45 | \$ 257 | \$ 11,565 | | | \$ 11,565 |
| 2.8 Benchmarking Assessment: Conduct peer benchmarking analysis and community impacts | 60 | \$ 257 | \$ 15,420 | | | \$ 15,420 |
| Sub-total | 448 | | \$ 115,136 | | \$ - | \$ 115,136 |
| Benchmarking Trips & Logistics | | | | | | |
| 3.1 Singapore | 240 | \$ 257 | \$ 61,680 | \$ 32,944 | \$ 15,000 | \$ 109,624 |
| 3.1.2 Singapore Advance | 0 | \$ 257 | \$ - | \$ - | | \$ - |
| 3.2 United Kingdom | 180 | \$ 257 | \$ 46,260 | \$ 36,624 | | \$ 82,884 |
| 3.3 Domestic | 180 | \$ 257 | \$ 46,260 | \$ 22,958 | | \$ 69,218 |
| Sub-total | 600 | | \$ 154,200 | \$ 92,526 | \$ 15,000 | \$ 261,726 |
| Position for Growth & Expansion | | | | | | |
| 4.1 Business Model Innovation - Prioritize Phase II Work | 120 | \$ 257 | \$ 30,840 | | | \$ 30,840 |
| 4.2 Integrate Workforce Development & Tech Innovation best practices | 260 | \$ 257 | \$ 66,820 | | | \$ 66,820 |
| Sub-total | 380 | | \$ 97,660 | \$ - | \$ - | \$ 97,660 |
| Total | 2,601 | | \$ 668,457 | \$ 119,526 | | \$ 822,983 |

Schedule C - Timeline

| Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul |
|-----------|------------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 |
| \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 | \$ 3,063 |
| \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 |
| \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 |
| | | | | | | | | | | | |
| \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 | \$ 2,523 |
| | | | | | \$ 5,140 | \$ 5,140 | \$ 5,140 | | | | |
| | | | | | | | | \$ 5,140 | \$ 5,140 | | |
| \$ 17,133 | \$ 17,133 | \$ 17,133 | | | | | | | | | |
| \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 | \$ 5,568 |
| \$ 9,252 | \$ 9,252 | \$ 9,252 | \$ 9,252 | \$ 9,252 | | | | | | | |
| | \$ 10,280 | \$ 10,280 | \$ 25,280 | | | | | | | | |
| \$ 34,477 | \$ 44,757 | \$ 44,757 | \$ 42,624 | \$ 17,344 | \$ 13,232 | \$ 13,232 | \$ 13,232 | \$ 13,232 | \$ 13,232 | \$ 8,092 | \$ 8,092 |
| | | | | | | | | | | | |
| \$ 11,565 | | | | | | | | | | | |
| \$ 11,565 | | | | | | | | | | | |
| \$ 4,112 | \$ 4,112 | \$ 4,112 | | | | | | | | | |
| \$ 11,565 | | | | | | | | | | | |
| | \$ 25,700 | | | | | | | | | | |
| | \$ 7,710 | \$ 7,710 | | | | | | | | | |
| \$ 11,565 | | | | | | | | | | | |
| | \$ 15,420 | | | | | | | | | | |
| \$ 50,372 | \$ 52,942 | \$ 11,822 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | | | |
| | \$ 20,560 | \$ 20,560 | \$ 68,504 | | | | | | | | |
| | \$ - | \$ - | | | | | | | | | |
| | | | | | | | | \$ 15,420 | \$ 15,420 | \$ 15,420 | \$ 36,624 |
| | | | | | \$ 13,878 | \$ 16,191 | \$ 16,191 | \$ 22,958 | | | |
| \$ - | \$ 20,560 | \$ 20,560 | \$ 68,504 | \$ - | \$ 13,878 | \$ 16,191 | \$ 16,191 | \$ 38,378 | \$ 15,420 | \$ 15,420 | \$ 36,624 |
| | | | | | | | | | | | |
| | | | | | | | | | \$ 10,280 | \$ 10,280 | \$ 10,280 |
| \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 8,353 | \$ 8,353 | \$ 8,353 | \$ 8,353 | \$ 8,353 | \$ 8,353 |
| \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 2,784 | \$ 8,353 | \$ 8,353 | \$ 8,353 | \$ 18,633 | \$ 18,633 | \$ 18,633 |
| \$ 94,480 | \$ 127,890 | \$ 86,770 | \$ 120,759 | \$ 26,975 | \$ 36,741 | \$ 44,622 | \$ 44,622 | \$ 66,809 | \$ 54,131 | \$ 48,991 | \$ 70,195 |