

SPONSOR: Lee Johnson Auto Family  
CONTACT PERSON: Justin Meek  
ADDRESS: 11845 NE 85<sup>th</sup> St  
Kirkland, WA 98033  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 174-004-175  
TELEPHONE/FAX NUMBER: 425-827-0521  
COUNTY DEPT: Parks & Recreation/Fair Park  
DEPT. CONTACT PERSON: Amy Craven, Marketing Specialist  
TELEPHONE/FAX NUMBER: 360-805-6746/amy.craven@snoco.org  
PROJECT: Evergreen State Fair Sponsorship (not on site)  
AMOUNT: \$57,500 (Cash and Trade)  
CONTRACT DURATION: Date of Execution through September 2, 2025

**AGREEMENT # EF25-02AC FOR FAIR SPONSORSHIP**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Lee Johnson Auto Family, a Washington State Corporation (the “Sponsor”). 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 to coordinate payment and/or trade in-kind from the Sponsor to the County for the promotion and advertising of the Sponsor by the County during the County’s annual Evergreen State Fair (the “Services”). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon date of Execution (the “Effective Date”) and shall terminate on September 2, 2025. The County shall perform the Services contemplated herein during the annual Evergreen State Fair, which runs from August 21, 2025 to September 1, 2025.

3. Sponsorship Payment and/or Trade In-Kind. The Sponsor will pay and/or provide trade in-kind to the County in exchange for promotion and advertising as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement. Cash payment of **\$5,000** will be paid before June 1, 2025.

4. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Sponsor. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Sponsor. The County has the express right to direct and control the County’s activities in providing the Services in accordance with the

specifications set out in this Agreement. The Sponsor shall only have the right to ensure performance.

5. Amendments. 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: Amy Craven  
Title: Marketing Specialist  
Department: Parks and Recreation/ Fair Park  
Telephone: (360) 805-6746  
Email: amy.craven@snoco.org>

7. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, The Sponsor shall indemnify, defend, and hold harmless the County and its officers, officials, agents and employees from all claims, suites, or actions of any nature arising out of or related to the activities of the Sponsor, its officers, subcontractors, agents, or employees under this Agreement.

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

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

9. 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.

10. 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.

11. 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 Sponsor breaches any of its obligations hereunder, and fails to cure the same within three (3) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the Sponsor shall pay the County only for the services and corresponding reimbursable expenses, if any, incurred prior to receipt of the termination notice.

c. The County may terminate this Agreement upon ten (10) business days' written notice to the Sponsor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the County 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 Sponsor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 11, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement.

12. 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 Department of Conservation and Natural Resources 6705 Puget Park Drive Snohomish, WA 98296 Attention: Tom Teigen Director
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If to the Sponsor:	Lee Johnson Auto Family 11845 NE 85 <sup>th</sup> St Kirkland, WA 98033 Attention: Justin Meek jmeek@leejohnson.com
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The County or the Sponsor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

13. 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor (a) of the request and (b) of the date that such information will be released to the requester unless the Sponsor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Sponsor 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 Sponsor to claim any exemption from disclosure under the Act. The County shall not be liable to the Sponsor for releasing records not clearly identified by the Sponsor as confidential or proprietary. The County shall not be liable to the Sponsor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

14. 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.

15. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. 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.

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

18. 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.

19. 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.

20. 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 Sponsor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Sponsor, as the case may be.

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

22. 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

SPONSOR:

DocuSigned by:

*Robert Jay*

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\_\_\_\_\_  
Title: CFO/Owner

Template approved as to form only:

Rebecca J. Guadamud      03/28/2023  
Deputy Prosecuting Attorney      Date

Approved as to form only:

\_\_\_\_\_  
Legal Counsel to the Sponsor      Date

## Schedule A Scope of Services

### **Sponsor to Provide (2025):**

- High-Res Lee Johnson Auto Family logos by: May 15, 2025
- 10 Locations for Fair Food Drive collections June 20-July 10, 2025, as follows:

Lee Johnson Chevrolet	11845 NE 85th St, Kirkland, WA 98033
Lee Johnson Mazda	11845 NE 85th St, Kirkland, WA 98033
Lee Johnson Kia	11845 NE 85th St, Kirkland, WA 98033
Lee Johnson Nissan of Kirkland	13400 NE 124th St., Kirkland, WA 98034
Speedway Chevrolet & RV	16957 W Main St, Monroe, WA 98272
Lee Johnson Hyundai of Everett	7800 Evergreen Way, Everett, WA 98203
Genesis of Kirkland	11930 124th Ave NE Kirkland, WA 98034
Lee Johnson Mazda of Seattle	8100 Lake City Way NE, Seattle, WA 98115
Autoright Motors Bothell	17318 Bothell Way NE, Bothell, WA 98011
Autoright Motors Lake Stevens	2022 87th Ave SE, Lake Stevens, WA 98258

- A display and link to Evergreen State Fair Information on Lee Johnson Auto Family Website(s) June 20-September 1, 2025.
- 2 Facebook posts about Evergreen State Fair Food Drive.
- Two email Campaigns about Evergreen State Fair Food Drive and a posting about Evergreen State Fair on Google Profile.
- Display Evergreen State Fair Food Drive Poster and Flyers in Dealerships June 20-Sept 1, 2025.

**County to provide:**

- Graphics and assets which includes but not limited to photos, logos, video and audio for Lee Johnson Auto Family.
- Ten donation receptacles and signage for dealerships.
- Lee Johnson Auto Family printed on 5000 Evergreen State Fair Food Drive tickets as the sponsor of the event.
- Lee Johnson Auto Family and logo (where sizing allows) listed on all correspondence about the Evergreen State Fair Food Drive which could include a press release, printed material, social posts, e-news, and new signage.
- Create an Event on Facebook.
- Create one dedicated Evergreen State Fair Food Drive e-newsletter to 40,000 subscribers about the event, listing Lee Johnson Auto Family is the sponsor of the event.
- Designate two social media posts about the event with a link to Lee Johnson Auto Family information.
- Space at Food Drive event on July 12, 2025, to advertise Lee Johnson Auto Family products.

**Cash Sponsorship of \$5,000**

**Sponsor Trade Value: 52,500**

**Total Sponsor Value: \$57,250**