

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
SNOHOMISH COUNTY HUMAN SERVICES**

Agreement number K5570 is made and entered into by and between the Washington State Department of Agriculture, "WSDA" or "Agency", located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560, and Snohomish County Human Services, "SCHS" or "Subrecipient", located at 3000 Rockefeller Ave., M/S 305, Everett, WA 98201. Subrecipient's UEI is: LG8NG8JNJD83

AUTHORITY

Funding for this agreement has been provided in the 2023-2025 biennial state Operating Budget, ESSB 5187, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802.

PURPOSE

The purpose of this agreement is to facilitate strong relationships and effective communication channels among Washington State's emergency food response networks, including county and state government agencies and local hunger relief organizations. To fill continued gaps in emergency food resources, funding will be used for county-directed procurement and distribution of emergency food to hunger relief organizations as part of a state alternative to the federal USDA Farmers to Food Box program. This agreement is part of the state's coordinated response to increase farm and food business viability, reduce food access barriers for socially disadvantaged communities, and increase food security for all Washingtonians while contributing to long-term emergency preparedness and food system resilience.

STATEMENT OF WORK

The Subrecipient shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit "A"** attached and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 28, 2024 or upon execution, whichever is later, and end on June 30, 2025 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$248,490.56**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in **Exhibit "B"** which is attached and incorporated herein. The committed funding is from the Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027.

INDIRECT COSTS

Subrecipient shall provide its indirect cost rate agreement that has been negotiated between the Subrecipient and the federal government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLFRP0002

The committed funding is from the federal Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027. Coronavirus State Fiscal Recovery Funds were authorized in the American Rescue Plan in response to COVID-19. Information from the US Department of the Treasury about this federal fund source can be found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Subrecipient, by accepting this agreement, is a subrecipient of the federal funds that support this award and is subject to all of the federal requirements. 2022 CSLFRF Compliance Supplement can be found here: <https://home.treasury.gov/system/files/136/21.027-SLFRF-2022-Compliance-Supplement.pdf>

Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

This project was supported by funds awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of section 603 of Title VI – Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury, and as amended, regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 2. Universal identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 3. Reporting Sub Award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 4. OMB Guidance to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition

in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

AUDIT

Federal Funding of \$750,000 or more. If Subrecipient expends \$750,000 or more from all federal sources during Subrecipient's fiscal year, as determined under § 200.501 of the Federal Award Uniform Guidance, Subrecipient shall obtain an annual Single Audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of § 200.501. The \$750,000 includes the value of food received from federal food programs and any other federal funding sources.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Subrecipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and any federal department or agency. Signature of this contract certifies that to the best of its knowledge that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local government entity;
- b. Have not within a three-year period preceding this contract been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or Agreement (federal, state, or local); violation of federal or state antitrust statutes; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- d. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

Subrecipient shall establish procurement policies in accordance with 2 CFR Part 200. The Subrecipient's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Subrecipient, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Subcontracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all the following:
 - a. Subcontractor selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.

BILLING PROCEDURES

The Subrecipient shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of a valid invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.

However, invoices for all work done by June 30th of each year must be submitted by July 15th.

BILLING DETAIL

Each invoice voucher submitted to the Agency by the Subrecipient shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. Subrecipient must retain all back-up documentation to support invoices to WSDA, which must be made available to WSDA upon request. At a minimum, the Subrecipient shall specify the following:

- a. WSDA Agreement Number K5570.
- b. Subrecipient's Statewide Vendor Registration number assigned by Washington State Office of Financial Management (OFM).
- c. The month and year of the billed services.
- d. The total cost for each budget line item of Exhibit "B" – Budget for each month billed.
- e. The total invoice amount.

If Subrecipient does not have an invoice template to request payment, Subrecipient can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Invoices shall be submitted electronically to WSDA's Contract Manager by the 20th of each month for services provided in the previous calendar month.

Payment shall be made after acceptance by WSDA's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by WSDA. Invoices and supporting documentation must be submitted within 90 days of completion of all services to be eligible for payment. If invoices and supporting documentation are not submitted within 90 days of the provision of service, then payment may be forfeited. Claims for payment submitted by the Subrecipient to WSDA for costs due and payable under this Contract that were incurred prior to the end date of the period of performance shall be paid if received by WSDA within 15 days.

DUPLICATION OF BILLED COSTS

The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

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 completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the contract, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall

have full access and the right to examine any of these materials during this period.

- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

SITE SECURITY

While on Agency premises, the Subrecipient, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AMENDMENT

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

SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the Subrecipient shall not subcontract any of the contracted services without the prior approval of the Agency. The Subrecipient is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Subrecipient or its Subcontractors to perform the obligations of this Agreement shall not discharge Subrecipient from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

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 these 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 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Subrecipient shall ensure that all Subcontractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Subrecipient shall also ensure that all Subcontractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the

parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for WSDA is:	The Contract Manager for Subrecipient is:
Andrea Litzow, Contracts Specialist Washington State Department of Agriculture 1111 Washington St. SE, PO Box 4256 Olympia, WA 98504-2560 Phone: (360) 918-6914 E-Mail: Andrea.Litzow@Agr.wa.gov	Nate Marti, Planning and Evaluation Division Manager Snohomish County Human Services 3000 Rockefeller Ave., M/S 305 Everett, WA 98201 Phone: (425) 388-7431 E-Mail: Nathan.marti@snoco.org

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations.
- b. This Agreement.
- c. Exhibit "A" Statement of Work
- d. Exhibit "B" Budget

ALL WRITINGS CONTAINED HEREIN

This Agreement, consisting of twelve (12) pages, contains all the terms and conditions agreed upon by the parties, which will be delivered in accordance with the WSDA General Terms and Conditions. It is executed by the persons signing below who warrant that they have the authority to execute the contract. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Subrecipient

Washington State Department of Agriculture

Dave Somers

Jason Ferrante

(Print Name)

(Print Name)

County Executive

Deputy Director

(Title)
Signed by:

Dave Somers

11/26/2024 | 6:21 PM PST

6E13E41BD3304B0...

(Signature)

(Date)

(Title)
Signed by:

Jason Ferrante

12/2/2024 | 10:49 AM PST

BD13142119A14AF...

(Signature)

(Date)

Exhibit A
STATEMENT OF WORK

Background. To respond to sustained high rates of food insecurity and continued gaps in emergency food resources following the COVID-19 pandemic, WSDA and Snohomish County Human Services are working together to facilitate county-directed procurement and distribution of emergency food to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities. The purpose of this Agreement is to build and reinforce relationships among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. It also aims to support local farmers and producers to increase farm and food business viability and increase food security in Washington state, while contributing to long-term emergency preparedness and food system resilience. This Statement of Work describes the services that Subrecipient will perform through June 30, 2025.

Services. The Subrecipient will perform the following services:

1. In compliance with County procurement policies and federal funding requirements, develop and implement county-directed procurement and distribution of emergency food to local hunger relief organizations that ensures equitable access to resources and purchasing of Washington grown and produced foods, when possible. Subrecipient may determine a variety of program activities based on identified community needs.
2. Complete reporting on project activities and food security recommendations for future public health emergencies.

Schedule. The parties anticipate that the Subrecipient will perform services under this Statement of Work until the earlier of June 30, 2025, or the exhaustion of the funding commitment set forth below. The parties may agree on additional Statements of Work for services to be performed following the completion of this Statement of Work, which will be agreed upon through a fully executed amendment.

Funding Commitment. WSDA has committed \$248,490.56 for compensation to be paid to the Subrecipient for its satisfactory performance of services under this Statement of Work. The Subrecipient will not be obligated to perform any services and will not be compensated for services that do not fall within the funding commitment.

Additional Details.

1. Subrecipient must begin services no later than December 1, 2024.
2. Subrecipient is required to allocate at least 50% of the total funding commitment to emergency food purchasing. Purchasing may be directly from farms and other local or regional food producers or through subcontracts to one or more qualified nonprofit hunger relief organizations based on identified community needs and is generally encouraged to source food from local or regional food producers wherever possible.
3. All Subrecipient and Subcontractors (where applicable) must comply with the following service terms:
 - a. Must comply with all federal and state nondiscrimination laws, regulations, and policies.
 - b. Prayer or religious services must not be required of individuals seeking emergency food.
 - c. Emergency food must not be sold or bartered. It must be given freely to persons in need.

d. Must comply with the WA Retail Food Code.

Documents. The Subrecipient will produce and deliver the following written reports and other documents (“deliverables”) by the dates indicated in the following chart. The Subrecipient’s delivery of each document will entitle the Subrecipient to submit an invoice for the applicable amount set forth below.

Document	Due Date	Applicable Fee
Monthly Summary of Expenses & Activities to include: - Expenses by budget category for that month - Direct purchasing summary by farm or food vendor and amount - New subaward agreements by organization name and total amount, if applicable	Monthly on the 20th	All allowable billed expenses will be reimbursed up to budget totals by category on Exhibit “B”
Final report on project activities. Report to include: - Total amount of funding spent on the purchase of food by Subrecipient or Subcontractor(s), - Summary of hunger relief organizations that received food or funding through this award, including organization name and location, - Number and list of farms and food producers Subrecipient or Subcontractor(s) sourced emergency food from, - Total amount of funding spent on the purchase of food per farm or food producer, - Number of households served by hunger relief organizations that received food or funding through this award during the period of performance, - Total pounds of food purchased by Subrecipient or Subcontractor(s), - Total pounds of food purchased by type: 1. Produce, 2. Meat, 3. Seafood, 4. Non-meat protein, 5. Dairy, 6. Grain, 7. Other, and, - Lessons learned.	July 15, 2025	N/A
Final report on food security recommendations related to future public health emergencies. Report to include: - Recommendations on preferred communication channels between local government agencies and state government specific to food assistance and emergency food response; - A link to or copy of Snohomish County’s current emergency response plan for feeding people during an emergency response, including existing community networks, and; - Lessons learned from COVID-19 food security response to inform future emergency actions.	July 15, 2025	N/A

Exhibit B
BUDGET

The parties have estimated that the cost of accomplishing the work herein will not exceed \$248,490.56.

Direct Cost Category*	Amount	Comments
Salaries & Benefits	\$0	N/A
Pass-through Awards**	\$248,490.56	Snohomish County Human Services will pass-through funding to Snohomish County Food Bank Coalition for food purchases.
Food Purchases	\$0	N/A
Distribution & Transportation	\$0	N/A
Indirect Costs	\$0	N/A
Other (please describe)	\$0	N/A
TOTAL	\$248,490.56	

**WSDA requires a contract amendment for budget revisions that transfer funds among direct cost categories when the cumulative amount of such transfers exceeds 10 percent of the total approved budget.*

***WSDA requires at least 50% of the total funding commitment to be spent on the purchase of food, either through direct food purchasing by the subrecipient or through the recipient(s) of the pass-through award(s). Therefore, WSDA expects that a minimum of **\$124,245.28** will be reported on food purchases during the period of performance.*