

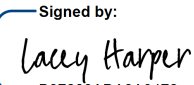
GRANT AGREEMENT FACE SHEET**Agreement Number: K5681**

Washington State Department of Agriculture (WSDA)
Resilient Food System Infrastructure (RFSI) Grant

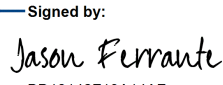
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|--|-----------------------------------|---|---------------------------------------|
| 1. Grantee County of Snohomish 3000 Rockefeller Ave, Everett WA 98201 600 128th St SE, Everett WA 98208 | | 2. Grantee Doing Business As Snohomish County Conservation and Natural Resources | |
| 3. Grantee Representative Linda Neunzig 3000 Rockefeller Ave Everett WA 98201 425-388-7170 Linda.neunzig@co.snohomish.wa.us | | 4. WSDA Representative Jason Ferrante, Deputy Director PO Box 42560 1111 Washington St SE Olympia WA 98504-2560 rfsi@agr.wa.gov | |
| 5. Total Grant Amount \$1,685,428.00 | | 6. Grant Start Date 4/01/2025 | 7. Grant End Date 5/15/2027 |
| Assistance Listing Title: USDA-AMS-TM-RFSI-C-23-0001 | | Federal Award Date: 8/31/2023 | Grantee Indirect Rate: 10% |
| 8. Federal Agency: USDA | 9.ALN # 10.190 | 10. FAIN # 23RFSIWA0016 | 11. Fiscal Years: 2023-2028 |
| 12. Tax ID # 91-6001368 | 13. SWV # SWV0002794-19 | 14. UEI # LG8NG8JNJD83 | |
| 15. Grant Purpose Pursuant to the goals of the federal RFSI Grant Program, WSDA and Grantee have entered into this Agreement to fund Grantee's project to enhance resiliency in the middle-of-the-supply-chain for the regional food system. | | | |
| 16. Federal Award Project Description: as required to be responsive to the FFATA The RFSI grant will specifically support the acquisition of specialized industrial processing equipment and cold storage, essential for local area farmers' success. By early 2027, the county will install an individually quick-frozen system, an industrial dehydrator, a specialized slicing and dicing machine, wash and pack line, and a dedicated cold storage unit within the processing facility. Additionally, worker safety protocols and HACCP plans will be established for the equipment. | | | |
| 17. Grantee Financial Risk Assessment Rating: Low Risk This rating is the result of a technical review of the RFSI Grantee's Accounting Questionnaire performed by WSDA staff. | | | |
| PLEASE CHECK THE APPROPRIATE BOX BELOW: Research and development (R&D) means all research activities, both basic and applied and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities are not included in the instruction function. This award does support R&D <input type="checkbox"/> This award does not support R&D <input checked="" type="checkbox"/> | | | |
| WSDA and Grantee agree to the following terms set forth in this GRANT AGREEMENT FACE SHEET, the WSDA TERMS AND CONDITIONS, ATTACHMENT A: <i>Applicable Federal Laws and Regulations</i> , ATTACHMENT B: <i>Federal Funding Accountability and Transparency Act Compliance</i> , and ATTACHMENT C: <i>Approved Project Application</i> . The foregoing documents and any matter the documents incorporate by reference is the complete Agreement and governs the rights and obligations of both parties. This Agreement is executed on the date below. | | | |

FOR THE GRANTEE

By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.

Signed by:

B87283ADA3A0472...
Signature
Lacey Harper
Print Name
Executive Director
Title
4/7/2025 | 8:12 AM PDT
Date

FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE

Signed by:

BD13142F19A14AF...
Jason Ferrante, Deputy Director
4/7/2025 | 8:14 AM PDT
Date

GRANT AGREEMENT TABLE OF CONTENTS
Washington State Department of Agriculture
RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

1.0 OVERVIEW OF TERMS AND CONDITIONS.....5
1.1 COMMON DEFINITIONS & ACRONYMS.....5
1.2 AUTHORITY AND PURPOSE.....5
1.3 ORDER OF PRECEDENCE.....5
1.4 USDA DEFINITIONS.....5
2.0 GRANT DETAILS.....6
2.1 GRANT MANAGEMENT.....6
2.2 FUNDING.....6
2.3 PROJECT.....6
2.4 PERIOD OF PERFORMANCE.....6
3.0 FINANCIAL MANAGEMENT.....6
3.1 ALLOWABLE AND UNALLOWABLE COSTS.....6
3.2 AUDIT REQUIREMENTS.....7
3.3 DE MINIMIS.....7
3.4 COST SHARING OR MATCHING.....7
3.5 BILLING AND PAYMENT PROCEDURES.....8
3.6 TIMELY DRAWDOWN AND USE OF GRANT FUNDS.....8
3.7 PROGRAM INCOME8
3.8 PROCUREMENT.....9
3.9 RECAPTURE FUNDS.....9
4.0 PROPERTY MANAGEMENT.....10
4.1 REAL PROPERTY.....10
4.2 DISPOSITION OF REAL PROPERTY, EQUIPMENT AND SUPPLIES.....10
5.0 REPORTING REQUIREMENTS.....10
5.1 AGREEMENT PERFORMANCE AND RISK ASSESSMENT.....10
5.2 SUSPENSION AND DEBARMENT.....11
5.3 REPORTING.....11
6.0 SITE VISITS.....12
6.1 GENERAL REQUIREMENTS.....12
7.0 AMENDMENT AND CHANGES REQUIRING PRIOR APPROVAL.....12
7.1 ALLOWED CHANGES.....12
8.0 ACKNOWLEDGEMENT OF SUPPORT.....13
8.1 GRANTEE REQUIREMENTS.....13
9.0 REMEDIES FOR NONCOMPLIANCE.....13
9.1 REMEDIES.....13
10.0 CLOSEOUT.....14
10.1 FINAL CLOSEOUT.....14
11.0 RECORDS.....14
11.1 RECORD RETENTION.....14
11.2 ACCESS TO RECORDS.....14
12.0 GENERAL.....14
12.1 APPEALS.....14
12.2 LIMIT OF LIABILITY14
12.3 PROHIBITION OF CONFIDENTIALITY AGREEMENTS.....15
12.4 INSURANCE.....15
12.5 COPYRIGHT AND INTELLECTUAL PROPERTY.....16

12.6 PROPRIETARY INFORMATION.....16

12.7 ACCESS.....17

12.8 INDEPENDENT CAPACITY OF GRANTEE.....17

12.9 ASSIGNMENT.....17

12.10 REGISTRATION WITH THE DEPARTMENT OF REVENUE.....17

12.11 TAXES.....17

12.12 INDUSTRIAL INSURANCE COVERAGE.....17

12.13 TERMINATION OR SUSPENSION PRIOR TO GRANT END DATE.....17

12.14 CONFLICT OF INTEREST.....18

12.15 DISTRIBUTION OF FUNDS, ASSOCIATED SERVICES.....18

12.16 DUPLICATE PAYMENT.....18

12.17 ELECTRONIC SIGNATURES & RECORDS.....18

12.18 INSPECTION.....18

12.19 INDEMNIFICATION.....18

12.20 DISPUTES.....18

12.21 ATTORNEYS’ FEES.....19

12.22 WAIVER.....19

12.23 SEVERABILITY.....19

12.24 SURVIVAL.....19

12.25 GOVERNANCE19

12.26 NONDISCRIMINATION.....19

12.27 RIGHTS AND REMEDIES NOT EXCLUSIVE.....19

12.28 ENTIRE AGREEMENT.....19

ATTACHMENT A: APPLICABLE FEDERAL LAWS AND REGULATIONS.....20

ATTACHMENT B: FFATA COMPLIANCE.....22

ATTACHMENT C: SUSPENSION AND DEBARMENT CERTIFICATION.....23

ATTACHMENT D: APPROVED PROJECT APPLICATION24

GRANT AGREEMENT TERMS AND CONDITIONS
Washington State Department of Agriculture
RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

1.0 OVERVIEW OF TERMS AND CONDITIONS

1.1 COMMON DEFINITIONS & ACRONYMS

1. The following definitions apply throughout this Agreement.
 - “Agreement” means this RFSI Grant Agreement between WSDA and Grantee.
 - “CFR” means Code of Federal Regulations.
 - “Project” means the project described in Section 2.3.
 - “Grant Amount” means the total amount of funding under this Agreement, as set forth on the Face Sheet.
 - “Grantee” means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Grant Agreement, and Subrecipient under the RFSI Cooperative Agreement issued to WSDA. “Grantee” includes all employees and agents of the Grantee.
 - “RFSI” means the Resilient Food System Infrastructure Grant, the federal program administered by USDA.
 - “WSDA” means the Washington State Department of Agriculture, who is a Party to the Agreement.
 - “USDA” means the United States Department of Agriculture.

1.2 AUTHORITY AND PURPOSE

1. Acting under the authority of RCW 43.23.030, WSDA has entered a Cooperative Agreement with USDA for the Resilient Food System Infrastructure Grant Program, Federal Award Identification Number (FAIN): 23RFSIWA0016, committed funding from Section 1001(b)(4) of the American Rescue Plan (ARP) Act of 2021 (Pub. L. 117— 2), assistance Listing 10.190, and has awarded the Grantee funding under this Agreement to undertake a project to enhance the resiliency in the food system infrastructure. Grantee must perform in accordance with this Agreement’s terms and conditions and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

1.3 ORDER OF PRECEDENCE

1. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - A. Applicable federal and state of Washington statutes and regulations, including but not limited to those listed in Attachment A and B.
 - B. [2 CFR 200 – Uniform Administrative Requirements](#).
 - C. The Agreement Face Sheet
 - D. WSDA’s Terms and Conditions
 - E. Attachment C

1.4 USDA DEFINITIONS

1. USDA aligns its grant term definitions to the maximum extent possible with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.1). Definitions referenced in this document are highlighted below:
 - A) Budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - B) Cost sharing or matching means the portion of project costs not paid by Federal funds or contributions (unless otherwise authorized by Federal statute). See also 2 CFR § 200.306.
 - C) Federal award means the Federal financial assistance that a recipient receives directly from the WSDA, as described in 2 CFR § 200.101.
 - D) Period of Performance means the total estimated time interval between the execution of this agreement and the planned end date, which may include one or more funded portions or budget periods. Identification of the

period of performance per 2 CFR § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period. In addition, the term includes any extension of the end date of the award, such as a no-cost extension authorized by 2 CFR § 200.308, paragraph (d)(2). The period of performance is identified in block 6 & 7 of the Face Sheet and will determine the effective commencement date of the award.

- E) Program income means gross income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant award during the period of performance except as provided in 2 CFR § 200.307(f).
- F) Recipient means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from the WSDA. The term recipient does not include contractors of the grantee & individuals that are beneficiaries of the grantee's project.
- G) Unrecovered indirect cost (2 CFR § 200.306(c)) means the difference between the amount charged to the Federal award and the amount that could have been charged to the Federal award under the potential recipient's approved negotiated indirect cost rate

2.0 GRANT DETAILS

2.1 GRANT MANAGEMENT

1. The Agreement 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 Agreement Manager for Grantee is: | The Agreement Manager for WSDA is: |
|--|--|
| Rachel Dotson Park Planning Supervisor 6705 Puget Park Dr Snohomish, WA 98296 425-388-6610 Rachel.dotson@co.snohomish.wa.us | Sean Krumhauer RFSI Grant Administrator PO Box 42560 Olympia, WA 98504 360-810-1150 rfsi@agr.wa.gov |

2.2 FUNDING

1. WSDA shall pay an amount not to exceed the awarded Grant Amount of \$1,685,428.00 for the eligible costs necessary for or incidental to the performance of work as set forth for the Project.

2.3 PROJECT

1. Grantee must use the funding awarded by WSDA under this Agreement solely for the project set forth in Attachment D.

2.4 PERIOD OF PERFORMANCE

1. The work under this Agreement starts and ends with the Grant Start and End Dates shown on the Agreement Face Sheet unless extended or terminated sooner as provided herein. WSDA must disburse funds under this Agreement no later than 45 days after the Grant End Date. Grantee may request an extension of the Grant End Date, which WSDA and ultimately USDA may grant or deny in its sole discretion pursuant to the agency's obligations under the RFSI Cooperative Agreement.

3.0 FINANCIAL MANAGEMENT

3.1 ALLOWABLE AND UNALLOWABLE COSTS

1. WSDA will make payments on a reimbursement basis only. WSDA will reimburse Grantee for eligible project expenditures up to the Grant Amount.

2. Only costs incurred between (1) the Grant Start Date and (2) Grant End Date, as shown in the Agreement Face Sheet, are eligible for reimbursement under this Agreement.
3. Costs and expenses are allowable in accordance with Subpart E of 2 CFR Part 200 (2 CFR 200.400 et seq.) unless otherwise unallowable under the laws and regulations governing WSDA. You may also reference a chart for allowable/unallowable charges in [USDA's General Terms and Conditions](#).
4. Reimbursement for travel expenditures must comply with state policies published in Chapter 10 of the State Administrative & Accounting Manual (SAAM) at <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. Mileage reimbursement and per diem rates must not exceed the rates published in SAAM Ch. 10, Sec. 90, which may be periodically updated. Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare, or the lowest commercial airfare is unallowable.
5. Charges for salaries and wages must comply with 2 CFR 200.430, accurately reflect the work performed, and be based on payrolls documented in accordance with generally accepted practices. These records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, reasonable, and properly allocated.
6. The Grantee is responsible for any audit exceptions or unallowable costs incurred by its own organization or that of its subcontractors.
7. Allowable cost items may require Prior Approval from WSDA, and in some instances from USDA. For a list of items requiring Prior Approval, refer to [USDA's General Terms and Conditions-Allowable/Unallowable Table](#).
8. Please refer to Appendix B of the WSDA RFSI Request for Applications for a summary of allowable and unallowable costs in common categories. The appendix is not intended to be all-inclusive. The Grantee should consult the Federal Cost Principles (Subpart E Cost Principles of 2 CFR § 200) for an explanation of the allowability of costs.

3.2 AUDIT REQUIREMENTS

1. Grantee permits the WSDA and auditors to have access to the grantee's records and financial statements as necessary for the WSDA to meet the requirements of 2 CFR 200.332(5).
2. Grantee must submit a copy of any audits that are performed for their organization, association, agency, etc., if the audit occurs within the period of performance for this agreement.
3. Grantee must obtain single or program-specific audit in accordance with [2 CFR 200.501](#) if Grantee expends \$750,000 or more in Federal awards during its fiscal year.

3.3 DE MINIMIS

1. Grantee may elect to charge a de minimis rate of up to 10% of your modified total direct cost (MTDC). IF:
 - A. Grantee does not have a current federal negotiated indirect cost rate or provisional rate.
 - B. Grantee may not charge an indirect cost rate if they have received more than \$35 million in direct federal funding for the year. To charge an indirect rate they must submit an indirect cost rate proposal to its cognizant agency. [Appendix VII \(D\)\(1\)\(b\)](#).

For more information on the MTDC, refer to the definition in [2 CFR §200.1](#)

3.4 COST SHARING OR MATCHING

1. If the grant agreement has specific cost sharing or matching requirements, the recipient must ensure that it complies with the applicable provisions found in 2 CFR § 200.306. The recipient may use funds or other resources contributed by other non-Federal entities to satisfy the cost sharing or matching requirement. Cost sharing or matching in the form of cash and/or in-kind non-Federal resources must be directly related to the project's objectives. If a recipient volunteers cost sharing above the program's required amount, the total becomes a binding requirement of Federal award outlined in 2 CFR § 200.1. Recipients must maintain documentation identifying:
 - A) The specific costs or contributions that constitute the cost- sharing or matching;
 - B) The funding source or contribution; and
 - C) How the appropriate amount of the contribution was determined for reporting purposes.

2. Grantees do not need to routinely provide cost sharing or matching supporting documentation to WSDA, but the documentation must be retained in the Grantee's project files and made available upon request. A Grantee may use unrecovered indirect costs as part of cost sharing or matching. Grantees cannot use Federal funds or program income to meet cost sharing or matching requirements.
3. WSDA's project file shall retain Grantee's "RFSI Grantee Match Allocation" worksheet. The worksheet must be supported by appropriate receipts, paid invoices, or other financial records such as: payroll records, wage and benefit reports, travel logs, contractor invoices, airline ticket receipts, etc. Details and documentation must be sufficient for WSDA to confirm that the expense is allowable, budgeted, and accurately calculated.

3.5 BILLING AND PAYMENT PROCEDURES

1. Grantee must register in the Statewide Payee System before submitting a request for reimbursement. Grantee may register online at <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration>.
2. Requests for reimbursement must be on a WSDA RFSI A-19 Invoice worksheet and in compliance with the worksheet's instructions. The worksheet shall be completed up to the last date of the reporting period and signed.
3. The Invoice worksheet must be supported by appropriate receipts, paid invoices, or other financial records such as: payroll records, wage and benefit reports, travel logs, contractor invoices, airline ticket receipts, etc. Details and documentation must be sufficient for WSDA to confirm that the expense is allowable, budgeted, and accurately calculated.
4. An Invoice worksheet requesting reimbursement for Salaries must be supported by a Time and Effort worksheet. The Grantee must certify that the information provided in the Time and Effort worksheet is correct and that it is based on after-the-fact evidence of work-performed and both the grant and non-grant time totals no more than 100% in accordance with OMB Uniform Guidance 2 CFR Part 200.
5. Grantee must submit a signed and completed Invoice worksheet with supporting documentation to RFSI@agr.wa.gov. The Invoice worksheet must be signed by an official of the Grantee with authority to bind the Grantee.
6. Grantee must submit Invoice worksheet on a periodic basis at least quarterly, but not more frequently than monthly. If Grantee expends no funds within a quarter, Grantee must submit a complete Invoice worksheet for \$0.00 for that quarter.
7. WSDA will process Invoices for payment after costs are approved. WSDA may reject and return deficient Invoices in whole or in part and withhold payment pending correction by the Grantee. WSDA also may disallow all or part of the cost of an activity or action not in compliance or partially suspend or terminate the Agreement.
8. WSDA will pay for approved and completed work by warrant or account transfer within 30 days of receipt of an approved invoice.
9. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

3.6 TIMELY DRAWDOWN AND USE OF GRANT FUNDS

1. WSDA may reduce grant agreement funds without further cause if the Grantee does not draw down funds within the first year of the grant period and at reasonable intervals thereafter. The Grantee may be required to submit a full accounting of unspent funds for the remainder of the project period if so requested. This request may occur if grant funds are less than 30% spent down within the first year or 60% spent down within the second year of the project.

3.7 PROGRAM INCOME

1. Program Income is gross income earned by Grantee from activity supported by this Agreement during the Period of Performance. Program Income includes, but is not limited to, income from fees for services performed; the sale of commodities or items fabricated under an award (this includes items sold at cost if the cost of producing the item was funded in whole or partially with grant funds); registration fees for conferences, workshops, etc. Royalties or equivalent income earned from patents, inventions, trademarks, and copyrighted works is not subject to this section.

2. WSDA authorizes the use of program income through the additive method (2 CFR § 200.307(e)(2)). Any program income generated during the grant period must be used to further the objectives of the project. All program income must be recorded on the Federal Financial Report (SF-425) for the period in which it was earned. Recipients are not accountable for program income earned after the grant period. Program income includes, but is not limited to:
 - A) Income from fees for services performed;
 - B) The sale of commodities or items fabricated under an award (this includes items sold at cost if the cost of producing the item was funded in whole or part with grant funds); and
 - C) Registration fees for conferences, workshops, etc.
 - D) Royalties or equivalent income earned from patents, inventions, trademarks, and copyrighted works are not subject to this section.
3. All expenditures of the Program Income must follow [2 CFR 200 Subpart E Cost Principles](#), spending only on allowable costs.
4. Grantee must report Program Income in Annual and Final reports.

3.8 PROCUREMENT

1. Grantees may acquire commercially available goods and services in connection with a project. In doing so, the Grantee must have in place and use documented procurement procedures, consistent with applicable State, local and tribal laws and regulations. Grantees' documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.317 through 2 CFR § 200.327. To the greatest extent possible, the Grantee should provide a preference for acquisition of goods, products and services produced in the United States, per 2 CFR § 200.322.
 - A) State recipients must follow the same policies and procedures the State uses for procurements from non-Federal funds. The State will comply with 2 CFR §§ 200.321 through 200.323 and ensure that every purchase order or other contract includes applicable provisions described in Appendix II of 2 CFR § 200.
 - B) All other non-Federal recipients must follow 2 CFR §§ 200.318 through 200.327.
 - C) The requirements of the Federal award also apply to any subcontract. The recipient is responsible for ensuring that all of its contracts made in connection with the AMS project contain the applicable provisions described in Appendix II of 2 CFR § 200.
2. All procurement transactions will be conducted in a manner to provide, to the extent practical, open and free competition. Grantee must make positive efforts assure that small, minority-owned, and women-owned businesses are used when possible.
3. Grantee is prohibited from awarding any contract to a party that is debarred or suspended from receiving federal funds. Grantee must affirm contractor's debarment or suspension status by searching records System for Award Management (SAM) at <https://sam.gov/SAM/> or requiring contractors to provide written certification that they are not debarred or suspended from receiving federal funds.
4. If the Grantee or any of its contractors, at any time after award, are debarred or suspended, they are required to immediately report this to WSDA's RFSI Grant Program staff at RFSI@agr.wa.gov.
5. Failure to comply with procurement requirements under 2 CFR § 200 may result in recapture of funds.
6. Grantee must submit a copy of all contracts to the WSDA Agreement Manager. Copies of contracts that fall under the direct buy amount are not required. (Check with your WSDA Grant Agreement Manager for the current direct buy amount). [DES Direct Buy Policy DES-125-03](#)

3.9 RECAPTURE FUNDS

1. If Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.
2. In lieu of the recapture provisions above, WSDA may allow Grantee to repay the amount within 30 days of notification or deduct the amount from a subsequent Invoice payment when it is discovered that Grantee has received reimbursement for an unallowable expenditure or if WSDA subsequently determined Grantee's records are insufficient to support a conclusion that the expenditure is allowable.

4.0 PROPERTY MANAGEMENT

4.1 REAL PROPERTY

1. The title to real property, equipment, and supplies acquired or improved by the Grantee under the award will vest upon acquisition in the Grantee. Grantees must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds. Grantees are expected to manage equipment whether acquired in whole or in part under the Federal award, until disposition takes place, by maintaining property records that include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. This is in addition to the other requirements of use, management, and disposition of real property, equipment and supplies acquired or improved by under a grant in accordance with 2 CFR §§ 200.311, 200.313 and 200.314.

4.2 DISPOSITION OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

1. When real property is no longer needed for the originally authorized purpose, the Grantee must obtain disposition instructions from WSDA. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the Grantee must request disposition instructions from WSDA and may be made as follows: Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to WSDA. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained by the recipient or sold and AMS compensated for its share. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the Grantee must retain the supplies for use on other activities or sell them, but must, in either case, compensate AMS for its share. In any of these cases, Grantees must submit to AMS via email either:
 - A) an SF-428 C Tangible Personal Property Report Disposition Request/Report during the period of performance or
 - B) an SF-428 B Tangible Personal Property Final (Award Closeout) Report at closeout of the Federal 26 award to report or request disposition instructions.
2. A sample Disposition Request/Report can be requested by emailing a RFSI staff member at RFSI@agr.wa.gov.
3. Grantees are permitted to deduct and retain from the Federal share \$500 or 10 percent of the proceeds, whichever is less, for their selling and handling expenses.

5.0 REPORTING REQUIREMENTS

5.1 AGREEMENT PERFORMANCE AND RISK ASSESSMENT

1. Grantee's performance will be periodically reviewed and rated, which may impact this Agreement and may be considered in future applications for WSDA grant awards. **Poor performance may also be the basis for reduced funding of the current grant award.** Performance ratings will be based on the following:
 - A) Accounting System & Financial Capability Questionnaire. Responses to this questionnaire will be used to calculate the Grantee's financial risk assessment rating.
 - B) Communication. Rating is negatively impacted when responses to questions and requests for information are not received by the requested date, or within five (5) business days from the date the request is made.
 - C) Compliance Reviews. Rating is negatively impacted when site visit or desk review findings are not addressed and communicated to WSDA RFSI staff by the due date indicated in the review summary.
 - D) Complaints. Rating may be negatively impacted by failure to follow WSDA instruction regarding performance complaints from the public by the requested date, or within five (5) business days from the date the request is made.

5.2 SUSPENSION AND DEBARMENT

1. Grantee must submit a suspension and debarment statement prior to entering into any subcontract with a value of \$25,000 or more. Complete Attachment C: Suspension and Debarment Certification.
 - A) The Grantee must complete Attachment D before a Grant Agreement will be signed.
 - B) The Grantee must obtain a signed Attachment D from each vendor for services or purchases over \$25,000.

5.3 REPORTING

1. All Grantees are required to submit Quarterly, Annual, and Final reports to WSDA based on the due dates provided below. The RFSI Grant Manager will send reminders with current report templates at least 15 days prior to due date. All reports must be submitted to RFSI@agr.wa.gov.
2. Quarterly Progress Reports

Grantees are required to submit progress reports on a quarterly basis. Quarterly progress reports may include the following information:

 - Expenses by budget category for the corresponding period.
 - New subcontracts by organization name and total amount, if applicable
 - Copies of Suspension and Debarment Certification, Attachment D, for each new vendor subcontract or purchase over \$25,000 during the quarter.
 - Narrative or documentation for any audit activities during the quarter.
 - Any changes or updates to insurance policies.
 - Grantee agreement manager or representative name and contact information changes.
 - Brief narrative of project implementation activities, milestones, and challenges during the quarter.

The quarterly periods and due dates are as follows:

| | |
|--|----------------------|
| Report Period: January 1 – March 31 | Due Date: April 30 |
| Report Period: April 1 – June 30 | Due Date: July 31 |
| Report Period: July 1 – September 30 | Due Date: October 31 |
| Report Period: October 1 – December 31 | Due Date: January 31 |

3. Annual Performance Reports

Grantees are required to submit annual performance reports each year. Performance reports shall consist of a SF-425 and the WSDA form titled "RFSI Grant Annual Performance Report".

The RFSI Grant Annual Performance Report may include the following information:

- Description of any impacts or changes to the on the specific issue, problem or need that the project addresses, the objectives that the project hopes to achieve, the project beneficiaries, or any other relevant aspect of Attachment D project narrative.
- Stakeholder Feedback on project activities or outcomes.
- Updates to expected performance measures by outcome and indicator, if applicable.
- Brief summary narrative of project implementation activities for that period.

Report Period: October 1 – September 30

Due Date: November 15

4. Final Performance Report

Grantees are required to submit a final performance report at the end of the project. The final report shall consist of a SF-425 and the WSDA form titled "RFSI Grant Final Report."

Report Period: Entire project period

Due Date: 45 days after the Agreement end date or project completion date, whichever is sooner.

6.0 SITE VISITS

6.1 GENERAL GRANT MONITORING REQUIREMENTS

1. Delivery of Grant products: the Grantee must deliver to WSDA, at no charge, copies of all reports, articles, books or other documents that arise as a result of the RFSI Project.
2. WSDA Grant Performance Site visits:
 - A. Grantee must provide right of access to its facilities and any books, documents, papers, or other project-related records to WSDA for the purpose of evaluating performance and financial compliance.
 - B. WSDA will provide two-week notice before a site visit under this section. To the extent possible, all site visits will be scheduled on mutually acceptable dates.
 - C. WSDA will provide a written site visit evaluation no later than 30 days following the site visit. If WSDA identifies concerns during or after the site visit and requests additional documentation, Grantee must provide such documents within 30 days of receipt of the site evaluation.
3. WSDA may conduct periodic site visits, at its own expense, to review project accomplishments and monitor progress, to review financial and performance records, organizational procedures, and financial control systems, and to provide technical assistance as required. WSDA will make every effort to provide two-week notice before a site visit under this section to the RFSI-funded project location. If WSDA makes any official site visit on the premises of a Grantee, the Grantee must provide, all reasonable facilities and assistance for the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed to not unduly delay the implementation of the project.

7.0 AMENDMENT AND CHANGES REQUIRING PRIOR APPROVAL

7.1 ALLOWED CHANGES

1. The Parties may amend the Agreement by prior mutual consent. No amendments are binding unless in writing and approved by WSDA staff. Some amendments may require prior approval by USDA.
2. Amendments include, but not limited to, changes to: the scope, objective(s) or outcomes(s) of the Project; contractors or vendors; key personnel, including the time that key personnel devote to the Project; budget; special purpose equipment; out-of-country travel; one-time no-cost extension; etc.
3. Grantee's request to modify the budget to add allowable costs must be supported by the following documentation in the same format as the budget narrative in Attachment D:
 - A) Description of and justification for the proposed new costs including an explanation of how the additional cost furthers the objectives and outcomes of the project
 - B) If applicable, a comparison between the current budget and the proposed budget as well as an updated budget narrative of the affected cost categories.
 - C) Key personnel include the Grantee project coordinator as well as other key project contributors. A change occurs when key personnel disengage from the Project for a period of more than 3 months, reduces the time devoted to managing the project by 25% or more or severs his or her connection to the activities in the Agreement.
 - D) Regardless of whether there is an associated budget revision, any change to the scope, objective(s) or outcome(s) of the project is an amendment to the Agreement. Grantee's request to modify the scope, objective(s) or outcome(s) of the project must be in the same format/template used to present this information in Attachment A with the changes identified.

The request must include:

 - 1) A description of the change include what activities the new work replaces
 - 2) A revised narrative for the relevant portion of the approved project
 - 3) The proposed dates of implementation (MM/YYYY – MM/YYYY).
 - 4) An explanation of how the change in scope will affect the project narrative, objectives, outcome measures, budget, or timeline.
4. If the Grantee is contemplating changing the name or address of their organization, the Grantee is advised to contact the WSDA Grant Manager for additional information on how this action may affect the award. This

refers to a change to block 1, “Grantee” or block 2 “Grantee Doing Business As” on the Face Sheet. The UEI number would remain the same, while only the organization name or address would change. The request must include the new name or address of the recipient organization and the effective date of the change. NOTE: A request to have a new recipient organization (that has a new UEI number) assume responsibility for the project is not allowable. Recipients are responsible for properly updating their registration within both UEI and SAM.gov. The recipient must inform WSDA of any pending changes in its legal status, divestiture, or bankruptcy.

8.0 ACKNOWLEDGEMENT OF SUPPORT

8.1 GRANTEES REQUIREMENTS

1. As required in 2 CFR § 415.2, grant recipients must acknowledge USDA AMS support in all publications written or published with USDA AMS grant or cooperative agreement support. This includes reports, pamphlets, posters, and brochures, and, if feasible, any publication reporting the results of, or describing, a grant supported activity. Recipients must also acknowledge USDA AMS support on any audio or video product including live or prerecorded radio or television programs, audio recordings and multimedia presentations. The following acknowledgment of USDA funding must appear in all published materials or products, in any format (web sites, audiovisuals, etc.), that are substantially based upon or developed under an AMS award:

“Funding for [Project or Publication] was made possible by a grant/cooperative agreement from the U.S. Department of Agriculture (USDA) Agricultural Marketing Service. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.”

Grantees are encouraged to use the USDA logo in their financial acknowledgment. Any other logo use requires approval in writing from AMS prior to finalizing documents for publication or printing. When using the USDA logo, please use the logo acknowledgment images provided by USDA AMS. The Grantee is responsible for ensuring that an acknowledgment of USDA is made during media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by USDA AMS in a substantial way.

9.0 REMEDIES FOR NONCOMPLIANCE

9.1 REMEDIES

1. WSDA may take action for Grantee’s failure to comply with the Grant Agreement terms and conditions, including invoicing and reporting requirements, in accordance with all applicable statutes, regulations, and policies. The type of enforcement action may depend on the severity and duration of the non-compliance.
2. WSDA will provide Grantee notice and an opportunity to correct the non-compliance before taking an enforcement action; repeated or continued non-compliance is ground for termination for cause.
3. WSDA’s enforcement actions may include, but are not limited to:
 - A) Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for non-compliant invoicing or reporting.
 - B) Withholding of payments.
 - C) Remedies consistent with 2 CFR 200.339 Remedies for noncompliance.
 - E) Suspension or termination of the Agreement in accordance with 2 CFR 200.339-200.343 and Section 12.13 of this Grant Agreement.
 - F) Recapture of funds under Section 3.9 of this Agreement.

10.0 CLOSEOUT

10.1 FINAL CLOSEOUT

1. Grantee must submit this information to the WSDA, no later than 90 calendar days after the end of the period of performance. The following documents must be submitted to WSDA and approved by USDA to successfully close out the RFSI grant:
 - A) Final Performance Report Template and any project deliverables (e.g., photos, brochures, other print materials from the project);
 - B) Final SF-425 Federal Financial Report;
 - C) Final Invoice Worksheet;
 - D) Refund check for any unused funds, if applicable;
 - E) SF-428 B Tangible Personal Property Final Report, if applicable; and
 - F) Audit report, if applicable.

11.0 RECORDS

11.1 RECORD RETENTION

1. The Grantee must retain all records relating to the grant for a period of six years after the final SF-425 is received by AMS or until six years after final resolution of any audit finding or litigation. The Grantee should, whenever practicable, collect, transmit, and store grant-related information in open and machine-readable formats rather than in closed formats or on paper, in accordance with applicable legislative requirements (EO 13642). A machine-readable format is a standard computer language (not English text) format that can be read automatically by a web browser or computer system.

11.2 ACCESS TO RECORDS

1. As described in 2 CFR § 200.337, AMS, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have right of access to any documents, papers, or records of Grantee(s) which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Grantee(s) personnel for interview and discussion related to such documents.

12.0 GENERAL

12.1 APPEALS

1. The Grantee may appeal a WSDA decision to remedy non-compliance by submitting a written request for review to the WSDA Representative, identified in block 4 of the Face Sheet, unless directed otherwise by the WSDA Grant Manager. The appeal letter must explain the decision or action it is appealing, describe what happened, and include any documentation that substantiates the appeal. WSDA will review the notification and respond within 30 calendar days. USDA encourages WSDA and all Grantees to try to resolve disputes by using Alternative Dispute Resolution (ADR) techniques. The benefits of using ADR can include decreasing time, cost, and other resources expended in resolving conflicts and increasing customer satisfaction. ADR techniques include mediation, early neutral evaluation, and other consensual resolution methods. Grantees must obtain their own mediator.

12.2 LIMIT OF LIABILITY

1. The maximum obligation of WSDA to a Grantee is the amount indicated in the award. Nothing in these terms and conditions or in the other requirements of the award requires WSDA to make any additional award of funds or limits its discretion with respect to the amount of funding provided for the same or any other purpose. However, if an erroneous amount is stated in the award, the approved budget, or supporting documentation relating to the

award, WSDA has a unilateral right to make the correction and to make an appropriate adjustment in the WSDA share of the award to align with the Federal amount authorized.

12.3 PROHIBITION OF CONFIDENTIALITY AGREEMENTS

1. The prohibition of using funds under grants and cooperative agreements with entities that require certain internal confidentiality agreements are described below.
 - A) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal Department or Agency authorized to receive such information.
 - B) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - C) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or Agency governing the nondisclosure of classified information.
 - D) If the Government determines that the recipient is not in compliance with this award provision, it:
 - 1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - 2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

12.4 INSURANCE

1. The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Agreement. The Grantee shall provide insurance coverage which the Grantee shall maintain in full force and effect during the term of this Agreement as follows:
 - A) Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence.
 - B) Automobile Liability: In the event that activities performed for this Agreement involve the use of vehicles, either owned or unowned by the Grantee, automobile liability insurance shall be required. The Grantee shall notify their insurance carrier of the business use and submit to WSDA a statement from the carrier acknowledging that the Grantee is insured for such use. This statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
 - C) Worker's Compensation Coverage: Workers' Compensation and employer's liability coverages with Washington statutory limits and limits of not less than \$500,000 for employer's liability. The Grantee will at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Grantee or their employees for services performed under the terms of the Agreement. If Grantee determines it is not required to obtain Worker's Compensation Coverage per the Washington State Department of Labor and Industries (L&I) and has verified that all workers pass either the Personal Labor Test or the 6-Part Test, Grantee shall provide written notification to WSDA within 30 days of execution of the contract.
 - D) Employers Liability ("Stop Gap") Insurance: In addition, the Grantee will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - E) Additional Provisions:
 - 1) Additional Insured. The insurance required will be issued by an insurance company/ies authorized to do business within the State of Washington, and will name the state of Washington, its agents and employees

as additional insureds under the insurance policy/ies. All policies will be primary to any other valid and collectable insurance.

- 2) *Cancellation.* WSDA will be provided 30 calendar days written notice before cancellation or non-renewal of any insurance referred to herein. Grantee will instruct the insurers to give WSDA 30 calendar days advance notice of any insurance cancellation or non-renewal action.
- 3) *Identification.* Policy must reference the WSDA by name.
- 4) *Insurance Carrier Rating.* All insurance and bonds shall be issued by an insurance company(s) authorized to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception will be reviewed and approved by WSDA's Risk Manager or the Risk Manager of the Office of Financial Management before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- 5) *Excess Coverage.* By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect the Grantee, and such coverages and limits will not limit Grantee's liability under the indemnities and reimbursements granted to the State in this Agreement.

12.5 COPYRIGHT AND INTELLECTUAL PROPERTY

1. Unless otherwise provided, all Materials produced under this Agreement are "works for hire" as defined by the U.S. Copyright Act and owned by the WSDA. The WSDA must be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Grantee hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the WSDA effective from the moment of creation of such Materials. Materials means all items in any format and includes, but is not limited to data, 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.
2. For Materials delivered under the Agreement that incorporate pre-existing materials not produced under the Agreement, Grantee hereby grants to WSDA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, publish, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the WSDA.
3. Under 2 CFR 200.448, USDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes: the copyright in any work developed under this Agreement; and any rights of copyright to which the Grantee purchases ownership with these funds.
4. The Grantee shall exert all reasonable effort to advise the WSDA, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The WSDA shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this Agreement. The WSDA shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

12.6 PROPRIETARY INFORMATION

1. Grantee acknowledges WSDA is subject to chapter 42.56 RCW, the Public Records Act, and that this Agreement and any records Grantee submits to WSDA under this Agreement are public records as defined in RCW 42.56.
2. If Grantee submits information to WSDA that Grantee claims to be confidential or proprietary, Grantee must be clearly identify the information as such.
3. To the extent consistent with chapter 42.56 RCW, WSDA will maintain the confidentiality of all such information marked confidential or proprietary.
4. If the scope of a request made pursuant to RCW 42.56 includes Grantee's proprietary or confidential information and WSDA determines, in its sole discretion, the information is or possibly is subject to disclosure, WSDA will notify Grantee of the request. WSDA will further notify the Grantee of the date that such records will be released to the

requester. It will be Grantee's responsibility to obtain any necessary court order enjoining that disclosure. If the Grantee fails to obtain a court order enjoining disclosure, the Agency will release the requested information.

12.7 ACCESS

1. Notwithstanding any other provision in this Agreement, WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

12.8 INDEPENDENT CAPACITY OF GRANTEE

1. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

12.9 ASSIGNMENT

1. The work to be provided under this Agreement, and any claim arising thereunder, 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.

12.10 REGISTRATION WITH THE DEPARTMENT OF REVENUE

1. Grantee must register with the Washington State Department of Revenue.

12.11 TAXES

1. Grantee is responsible for payment of all taxes due on payments under this Agreement. Grantee is solely responsible for all payroll taxes, unemployment and paid family medical leave contributions, any other taxes, insurance or other expenses for the Grantee or its staff.

12.12 INDUSTRIAL INSURANCE COVERAGE

1. Grantee must comply with the provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSDA may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. The WSDA may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by the WSDA under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

12.13 TERMINATION OR SUSPENSION PRIOR TO GRANT END DATE

1. For Convenience: Either party may terminate this Agreement upon 30 days prior written notice 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 the Agreement prior to the effective date of termination.
2. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 20 calendar days, WSDA may terminate or suspend the Agreement and seek recapture of funds as provided in Section 19.
3. For Loss of Funding or Government Shutdown: If funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may immediately terminate or suspend the Agreement without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state government

shutdowns occur for any reason, WSDA may suspend this Agreement or delay payments due under it without advance notice.

12.14 CONFLICT OF INTEREST

1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSDA may terminate this Agreement for cause if WSDA finds, after notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

12.15 DISTRIBUTION OF FUNDS, ASSOCIATED SERVICES

1. Grantee shall not sell, exchange, or barter any items purchased with or supported by this funding.
2. Grantee shall ensure that its operations adhere to a policy of good stewardship of public funds.

12.16 DUPLICATE PAYMENT

1. Grantee must not request reimbursement by the Agency for services and expenses that Grantee has charged or will charge to the State of Washington or any other party under any other contract or agreement. The Agency is not liable for payment of such charges.

12.17 ELECTRONIC SIGNATURES & RECORDS

1. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

12.18 INSPECTION

1. Upon reasonable notice and at reasonable times, Grantee shall allow access for WSDA WFW and representatives of the Washington State Auditor's Office, and any applicable federal agencies to inspect, review, and audit all records concerning this Agreement. Grantee shall allow for WSDA WFW and representatives of the Washington State Auditor's Office, and any applicable federal agencies to have access to inspect, without notice or requiring payment, all records concerning this Agreement.

12.19 INDEMNIFICATION

1. To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantees' agents, employees, representatives, or any subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

12.20 DISPUTES

1. Except as otherwise provided in this Agreement, when a dispute arises between the parties that cannot be resolved through discussion and negotiation, either party may request a dispute hearing from the WSDA's Director, who may designate a designee to hear the dispute. **The request must:**
 - A) Be a written request;
 - B) Identify the Grantee's name, address, and the Agreement number;
 - C) State the disputed issues;
 - D) State each Party's position;

- E) Be emailed to the Director, with a copy to the WSDA RFSI Program Lead within three (3) days after the Parties agree that they cannot resolve the issue.
 - F) The WSDA RFSI Representative shall submit a written statement of their position regarding the Grantee's request to both the Director or the Director's designee, and the Grantee within ten (10) working days.
 - G) The Director or Director's designee shall review the written statements and provide a decision in writing to both Parties within fifteen (15) working days. At the discretion of the Director or Director's designee, the time in which to make a decision may be extended or expedited upon notice to both Parties.
2. The Parties shall attempt to resolve the dispute under this Paragraph 12.21 before filing a claim in any tribunal. Nothing in this Agreement limits the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

12.21 ATTORNEYS' FEES

- 1. In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

12.22 WAIVER

- 1. A failure by either party to insist on strict performance by the other party of any provision in this Agreement, to exercise any right shall not constitute a waiver of any right under this Agreement. Waiver of any right must be in writing and signed by an authorized representative of the party waiving the right.

12.23 SEVERABILITY

- 1. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

12.24 SURVIVAL

- 1. The terms, conditions and warranties in this Agreement that by their sense and context are intended to survive the completion of performance, cancellation or termination of this Agreement shall so survive. Such provisions include but are not limited to the following sections of this Agreement: Recapture, Records Maintenance, Copyright Provisions, Indemnification, Disputes, and Governance.

12.25 GOVERNANCE

- 1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. Legal Authority: Section 1001(b)(4) of the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802.
In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County, Washington.

12.26 NONDISCRIMINATION

- 1. Grantee must comply with all applicable federal and state nondiscrimination laws and regulations, including, but not limited to chapter 49.60, RCW Washington's law against discrimination, and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA).
- 2. If Grantee does not comply or refuses to comply with any nondiscrimination law, regulation or policy, WSDA may terminate this Agreement in whole or in part for cause as provided in Section 32.

12.27 RIGHTS AND REMEDIES NOT EXCLUSIVE

- 1. The rights and remedies of WSDA provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

12.28 ENTIRE AGREEMENT

- 1. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

ATTACHMENT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

Washington State Department of Agriculture

RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

Awards issued under this announcement are subject to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* of 2 CFR part 200 as implemented by the USDA under 2 CFR part 400 and the most recent RFSI General Award Terms and Conditions. An application funded with the release of Federal funds through a grant award does not constitute, or imply, compliance with Federal regulations. Grant recipients and subrecipients are responsible for ensuring that their activities comply with all applicable Federal regulations.

You agree to comply with the following Federal statutes and regulations as applicable to your award. These include but are not limited to the ones listed below. The full text of Code Federal Regulations references can be found at: eCFR-Code of Federal Regulations. Federal statutes and regulations found on the SF-424B "Assurances –Non-Construction Programs."

- System for Award Management and Universal Identifier Requirements
- [2 CFR § 170](#) – Reporting Subaward and Executive Compensation Information
- [2 CFR § 175](#) – Award Term for Trafficking in Persons
- [2 CFR § 182](#) – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- [2 CFR § 200](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- [2 CFR § 306](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- [2 CFR § 400](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- [2 CFR § 415](#) – General Program Administrative Regulations
- [2 CFR § 416](#) – General Program Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- [2 CFR § 418](#) – New Restrictions on Lobbying
- [2 CFR § 422](#) – Research Institutions Conducting USDA-Funded Extramural Research; Research Misconducts
- [7 CFR § 1, subpart A](#) – Official Records (Freedom of Information Act)
- [7 CFR § 1\(b\)](#) – National Environmental Policy Act
- [7 CFR § 3](#) – Debt Management
- [7 CFR § 15, subpart A](#) – Nondiscrimination in Federally-Assisted Programs of the Department of Agriculture—Effectuation of Title VI of the Civil Rights Act of 1964
- [7 CFR § 331](#) and [9 CFR § 121](#)—USDA implementation of the Agricultural Bioterrorism Protection Act of 2002
- [37 CFR § 401](#) – Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements
- [41 CFR §§ 301-10.131 to 301-10.143](#) – Use of United States Flag Air Carriers, which implements the Fly America Act (49 U.S.C. 40118). For more information see <http://www.gsa.gov/portal/content/103191>.
- [48 CFR subpart 31.2](#) – Contracts with Commercial Organizations
- [8 U.S.C. § 1324a](#) – Unlawful employment of aliens
- [29 U.S.C. § 794](#) – Nondiscrimination under Federal grants and programs
- [41 U.S.C. § 22](#) – Interest of Member of Congress
- [41 U.S.C. § 4712](#) – Pilot program for enhancement of contractor protection from reprisal for disclosure of certain information
- 44 U.S.C. § 3551 et seq. ([P.L. 107-347](#)) – Federal Information System Security Management Act of 2002 (FISMA)
- [EO 13798](#), Promoting Free Speech and Religious Liberty. As a recipient you must not discriminate against subrecipients on the basis of their religious character.
- [EO 13858](#), Strengthening Buy- American Preferences for Infrastructure Project (Except for Section 5, revoked by EO 14005) [EO 13864](#), Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities
- [EO 13933](#), Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence

[EO 13988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

[EO 14005](#), Ensuring the Future Is Made in All of America by All of America's Workers

Motor Vehicle Safety – Highway Safety Act of 1966, as amended ([23 U.S.C. §§ 402 & 403](#)); Government Organization and Employees Act, as amended ([5 U.S.C. § 7902 \(c\)](#)); Occupational Safety and Health Act of 1970, as amended ([29 U.S.C. § 668](#)); Federal Property and Administrative Services Act of 1949, as amended ([40 U.S.C. § 101, et seq.](#)); Increasing Seat Belt Use in the United States ([EO 13043](#)); Federal Leadership on Reducing Text Messaging While Driving ([EO 13513](#))

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, [P.L. No. 112-55](#), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate Federal tax delinquencies.

ATTACHMENT B: FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT COMPLIANCE
Washington State Department of Agriculture
RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

Background: The Washington State Department of Agriculture (WSDA) is required by the Federal Funding Accountability and Transparency Act (FFATA) to report executive compensation information for certain grant awards under the Resilient Food System Infrastructure Grant Program.

FFATA Requirement: WSDA is required to report the names and total compensation of the five (5) most highly compensated officers of your organization only if all three of the following criteria were met in your organization's previous fiscal year:

1. Your organization received 80 percent or more of its annual gross revenues from Federal awards*; **AND**
2. Your organization received \$25,000,000 or more in annual gross revenues from Federal awards; **AND**
3. The public does not have access to this information about compensation through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Please check the appropriate box:

County of Snohomish ☐ meets ☐ does not meet all three of the criteria listed above.

County of Snohomish agrees that if it meets all three of the criteria listed above, it will provide the names and total compensation of its five (5) most highly compensated officers to WSDA within 30 days of execution of this grant agreement. This information will be visible to the public on www.usaspending.gov.

**Federal awards include grants/subgrants and procurement contracts/subcontracts.*

ATTACHMENT C: SUSPENSION AND DEBARMENT CERTIFICATION
Washington State Department of Agriculture
RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

The Grantee, by signature on this attachment, certifies that the Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal, State, or local governmental entity from participating in transactions.

The Grantee certifies that:


- a. It is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state, or local governmental entity;
- b. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it 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, or receiving stolen property;
- c. Is 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 (b) above; or
- d. Has not within a three-year period preceding this certification had one or more public transactions or Agreements (federal, state, or local) terminated for cause or default.
- e. The Grantee was previously registered and active within SAM (System for Award Management) and has been assigned the following Unique Entity ID: LG8NG8JNJD83
- f. Expiration date of last Active SAM registration: 8/10/25

The Grantee further certifies that it shall not knowingly enter into any transaction with any Subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Grantee Name: Snohomish County,

Name: Lacey Harper

Title: Executive Director

Signed by:
Signature: 
B87283ADA3A0472...
Date: 4/7/2025 | 8:12 AM PDT

ATTACHMENT D: APPROVED PROJECT APPLICATION
Washington State Department of Agriculture
RESILIENT FOOD SYSTEM INFRASTRUCTURE GRANT PROGRAM

Attachment D consists of the following pages 1 -226, as submitted by the Washington State Department of Agriculture and approved by the United States Department of Agriculture under FFY2025-2028 Resilient Food System Infrastructure Grant Program on 4/01/25.