

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND
WASHINGTON STATE DEPARTMENT OF SERVICES FOR THE
BLIND/BUSINESS ENTERPRISE PROGRAM**

This Interlocal Agreement (the "Agreement"), made this 1st day of June, 2025 between **Snohomish County**, a political subdivision of the State of Washington (hereinafter referred to as "**County**") and **Washington State Department of Services For The Blind/Business Enterprise Program**, (hereinafter referred to as "**State**") pursuant to chapter 39.34 RCW.

A. The County desires to contract with the State to supervise and provide vending services located in certain County-owned facilities and certain space leased for use by the County; and

B. The County also desires to contract with the State to supervise and provide café services in certain County-owned facilities; and

C. Vending and café services are to be provided under the provisions of RCW 74.18.220.

NOW, THEREFORE, in consideration of the Agreement set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the State agree as follows:

1. PURPOSE OF AGREEMENT

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW and RCW 74.18.220. The purpose and intent of this Agreement is for the County and the State to facilitate the provision of café and vending services through the State's Business Enterprise Program.

2. ADMINISTRATORS

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. Among other things, the County's Administrator has the authority to accept or deny any addition, deletion, and/or relocation of any vending machines on behalf of the County as described in Section 6.3. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Property Officer – Carl Jorgensen
Snohomish County Department of
Facilities and Fleet
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
425-388-3400
SFMPRO@co.snohomish.wa.us

State's Initial Administrator:

Program Manager – Jim Hemmen
State of Washington, Department of Services
For the Blind Business Enterprise Program
PO Box 40933
Olympia, WA 98504-0933
360-972-0604
Jim.Hemmen@dsb.wa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

3. SERVICES PROVIDED BY THE STATE

3.1 The State will license vendors to provide café services and vending services to the County by selecting and entering into agreements with vendors in a manner consistent with the provisions of RCW 74.18.220 pertaining to the Business Enterprise Program of the State Department of Services for the Blind and all terms and conditions of this Agreement. Licensed vendors shall not be deemed agents, employees or servants of the County, and the County shall have no responsibility for any obligations relating to federal income tax, self-employment or FICA taxes and contributions, or other so-called employer taxes and contributions, including, but not limited to, industrial insurance (workers' compensation). The County shall have no responsibility for payroll, use, sales, income or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted.

3.2 The State will ensure vendor compliance with all regulations as set forth by the State of Washington, the Snohomish County Fire Marshall, the Snohomish County Health District, the Snohomish County Code, and other governmental agencies with jurisdiction.

3.3 The State will ensure that assigned vendor(s) provide café services and vending services to the County on a daily basis, excluding holidays and weekends, during the term of this Agreement within the hours agreed upon between the State and the County.

3.4 The State will ensure that the selected café vendor or a designated manager will be on site during the hours of daily operations to manage café services.

3.5 The State will ensure that the assigned vendor(s) pay for telephones, telephone service cost, and bank card services and all costs required for operation of café services and vending services.

3.6 The State shall select the café and vending service vendors with the participation of a County representative in the interview panel and screening process in accordance with WAC 67-35-070. Selected vendors are responsible for the hiring, firing, training, scheduling, compensating, and supervising of vendor staff as well as purchasing and paying for all vendor food stock and supplies and other purchasing, payables and receivables. The County will receive a copy of the executed operating agreements between the State and selected vendors, which shall incorporate all service standards and requirements stated in this Agreement, including but not limited to, the operation standards described in Exhibits B and C, which are fully incorporated herein by this reference and which shall be incorporated into any agreement between the State and the selected vendor(s).

3.7 The State will ensure that the selected vendor(s) have the necessary training, permits, licenses, health cards and/or other required items for café service and vending service operations; follow all relevant food service regulations; and comply with employment statutes including, but not limited to, the Fair Labor Standards Act, Family Medical Leave Act, Americans with Disabilities Act, Equal Employment Opportunity Act, and Occupational Safety Health Act. If laws and/or contract provisions conflict, the more stringent will apply.

3.8 The State will conduct periodic site inspections and evaluations of café service and vending service operations. These inspections will occur a minimum of four (4) times a year.

3.9 The State will guarantee the reasonable performance of selected vendor(s) under this Agreement. The County will notify the State of substandard vendor provided food, service, and/or performance in a timely manner and the State will correct reasonable deficiencies to the

County's satisfaction within ten (10) business days. If deficiencies are not corrected within ten (10) business days, the County may terminate café and/or vending services with the selected vendors and require the State to seek other providers for these services under the terms of this Agreement or may terminate this Agreement.

3.10 The State will be responsible for the enforcement of the café and vending machine operation requirements and services as set forth in the attached Exhibit B and Exhibit C.

3.11 The State will discuss and obtain prior approval from the County's Administrator for vending machine selections, advertising displays, signs, and placement location. The State and County will discuss the café menu before implementation, with the final determination based upon mutual agreement by the State and County on the availability of food items, healthy food choices (as further defined in Exhibits B and C), profitability, current trends, and limitations of available cooking equipment.

3.12 The State will ensure that selected vendors use only the highest quality supplies, and food products including some healthy food options (as further defined in Exhibits B and C) for café service and vending service operations.

3.13 The State and/or selected vendors will provide and maintain equipment and the miscellaneous supplies owned by the State used for the café services and vending machines, as required for efficient food service and vending operations. The State and/or selected vendor(s) will pay any equipment leases required for food services and vending operations. The State will provide to the County an itemized list of all equipment that is owned by the State that will be used for the operation of the café upon final installation in the Premises.

3.14 The State will ensure that the café service and vending service operation and designated equipment for business operations meet local and State health regulations.

3.15 The State will obtain the County's approval prior to relocating, removing, installing or replacing stationary equipment or vending machines. In the café, the State will notify the County of any new equipment needs so proper arrangements can be made to meet electrical and plumbing needs for the business operations. Any costs associated with the installation of new equipment for the benefit of the café operations and at the request of the State will be the sole responsibility of the State.

3.16 The State will make no alterations or repairs to County owned facilities or space leased for use by the County without prior written consent from the County. Upon expiration or sooner termination of this Agreement, any alterations shall be deemed the property of the County.

3.17 The State will leave café space and/or vending space in a neat, clean condition, including the removal of State and vendor(s) designated equipment, as required, due to the termination and/or amendment of this Agreement. The State will repair any facility damage at its expense and return the facility in as good a condition and repair as it now is or may be put into, excluding normal wear and tear.

4. SERVICES PROVIDED BY THE COUNTY

4.1 The County will provide space for State supervised café service as designated and set forth in the attached **Exhibit A-2** and space for vending service as designated and set forth in the attached **Exhibit A-1** and facility access as required for business operations during the term of this Agreement.

4.2 The County will provide and maintain necessary utility connections up to point of connection to State and/or vendor. The County reserves the right to monitor utility usage, investigate overages and assess fees if warranted due to unauthorized facility use; equipment add-ons; or

delayed service calls to fix malfunctioning equipment provided by the State and/or selected vendor(s).

4.3 The County will repair and maintain the café building structural components, including restroom fixtures and elevators, in designated café space and vending space necessary for standard food service and vending operations with the following exceptions: equipment provided by the State and/or selected vendors and maintenance or repair due to negligence by the State and/or selected vendors. The County will address facility maintenance issues in a timely manner to minimize disruption of café and vending business operations.

4.4 The County will annually seal the concrete floors, deep clean floor grates, wash windows and window panes as routine custodial services for designated common space in the café as disclosed and set forth in the attached **Exhibit A-2** and routinely provide custodial services in vending areas located in all County-owned facilities. The County will provide specialized services as required for preventative maintenance in these areas. Custodial services will be provided in all County leased space vending areas as specified in the lease documents.

4.5 The County may inspect the café, food preparation, storage space, vending products, vending foods expiration dates, and all vending areas to verify compliance with health codes and requirements under this Agreement. The County may suspend the café vendor's service and/or vending machine service business operations due to code and/or Agreement violations, unsafe or unsanitary conditions, fire dangers, storage of hazardous materials, or negligent use of County facilities by providing written notice of the suspension to the State. Upon receiving such notice, the State shall have ten (10) business days to take corrective action. Such action may include suspension or termination of the vendor's operating agreement or license with the State. The County's suspension of café and/or vending machine service will remain in effect until the State resolves issues to the County's reasonable satisfaction and all code requirements are met or until termination of this Agreement.

4.6 The County may enter designated café space and vending space at any time, without notification to the State and/or selected vendor(s) to conduct inspections and address facility issues. The County shall not disrupt operations during peak periods without good cause.

5. TERM OF AGREEMENT

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall take effect June 1, 2025, and shall remain in effect through May 31, 2030, unless earlier terminated pursuant to the provisions of Section 9, PROVIDED, HOWEVER, that each party's obligations are contingent upon legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

6. PREMISES

6.1 The Premises subject to this Agreement are described as follows:

- (a) Café space as disclosed in the attached **Exhibit A-2**.
- (b) Vending areas located in all Snohomish County-owned facilities and in all leased space for use by the County where permitted as disclosed in the attached **Exhibit A-1**.

6.2 All Premises are subject to any exemption under chapter 74.18 RCW.

6.3 The County may relocate the Premises to other locations and/or make adjustments to the square footage within any of the Premises by providing the State thirty (30) days written notice. Any relocation of the Premises requested by the County shall be at the sole cost and expense of the County. Any addition, deletion, or adjustments to the Premises by the State shall be at the sole cost and expense of the State.

6.4 Possession of the Premises shall at all times remain the County's and the rights of use and occupancy are subject to limitation, suspension, or revocation by the County when the County determines it has a need for the Premises inconsistent with the rights herein granted; provided, the County shall give the State at least thirty (30) days written notice of its use or need.

7. COMPENSATION

7.1 In consideration of the provisions granted by this Agreement, the County will send a quarterly invoice to the State, and the State agrees to pay the County a quarterly rental fee and all leasehold taxes due as follows:

DESCRIPTION	ANNUAL COST PER UNIT	NUMBER OF UNITS	TRUE MONTHLY COST	MONTHLY DISCOUNT	DISCOUNTED MONTHLY COST	DISCOUNTED QUARTER COST	DISCOUNTED ANNUAL COST
Café	\$14.00 per sq ft	1,380	\$1,610.00	\$632.50	\$977.50	\$2,932.50	\$11,730.00
Vending Machines	\$62.00	28		0			\$1,736.00
Total			\$1,610.00	\$632.50	\$977.50	\$2,932.50	\$13,466.00

7.2 The State will be billed by the County on a quarterly basis at the start of each quarter. The State shall pay the quarterly rental fee to the County on the 5th day of the beginning of every quarter. If payment is more than ten (10) days past due, a 10% late penalty shall apply to the balance owing. If payment is more than sixty (60) days past due, this Agreement shall terminate, and the State shall not be allowed use of the space. The rental fee shall be paid to:

**Snohomish County
Property Management Division
3000 Rockefeller Avenue M/S 404
Everett, WA 98201**

7.3 The County can adjust the quarterly rental fee, in its sole discretion, on an annual basis and notification of any rental fee adjustments will be sent to the State at least ninety (90) days prior to implementation.

7.4 Adjustments to the square footage of the café Premises and any corresponding rental fee and the ability to assess fees for increases of utility costs shall be done by written notice and may be signed by the Administrators. Adjustments to the square footage of the vending machine Premises and/or the number of vending machines located thereon and any corresponding rental fee and the ability to assess fees for increases of utility costs shall be done by written notice and may be signed by the Administrators.

7.5 The State's vendors may be subject to an annual audit by the State and County Auditors.

8. CARE AND CONDITION

8.1 The State has examined the Premises and accepts the same in its condition upon commencement of this Agreement. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises, or in any other manner except as stated herein.

8.2 This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the Premises due to the State's or the vendor's use of the Premises other than normal wear and tear, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

8.3 The County shall not be liable to the State for any loss or damage to the State's property or any other property from theft, fire, or any other cause either before or after termination. The County is under no obligation to maintain, replace, or repair any of its facilities or any other obligation not stated in this Agreement.

8.4 If any property of the State or any vendor is not removed by the date of termination of that entity, the County shall have the right to take possession of and store, use, and/or sell the property of the terminated entity in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. The State will be responsible for notifying vendors of any vendor property not removed from the Premises and for notifying vendors of County's rights under this Agreement. The State expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination and may occur with or without notice from the County.

9. TERMINATION

9.1 If the State breaches any of the terms of this Agreement and fails to cure the same within ten (10) business days of written notice to do so by the County, or for the reasons described in Sections 3.12 and 4.5, the County may terminate this Agreement by providing written notice to the State. If the State terminates or otherwise removes a vendor assigned to provide café or vending machine services under this Agreement, the State shall provide another vendor to perform the services under this Agreement within thirty (30) days and upon approval by the County.

9.2 The County or the State may terminate this Agreement by providing thirty (30) days written notice.

9.3 If this Agreement is terminated before the end of the term stated in Section 5 for any reason, the County shall refund or credit toward amounts owing a pro rata portion of the rental fee paid by the State.

9.4 Termination shall not affect the rights of the County or State under any other section in this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

10.1 The State, its affiliates, their respective agents, vendors, contractors, subcontractors, employees, officers, directors, and their representatives shall hold harmless and indemnify the County, its elected and appointed officials, officers, employees and agents from and against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to property or business and/or death, injury or disability to or of any person or party, including any employee, arising out of or suffered by reason of or in connection with any act or omission on or about the Premises or relating to this Agreement by the State, its affiliates, their respective agents, , employees, officers, directors, or other representatives.

10.2 In the event that the County and the State are found jointly responsible, whether by negligence or otherwise, for any act or omission on or about the Premises or relating to this Agreement, each party shall be responsible for its sole proportionate share.

11. INSURANCE

11.1 The State certifies that it is self-insured as described in RCW 4.92.130. The State shall provide the County with a Certificate of Liability Insurance evidencing the State's self-insurance liability program.

11.2 The State will ensure that the vendor obtains, and maintains continuously for the term of this Agreement, primary \$1,000,000 Commercial General Liability Insurance per occurrence including Premises, Products, and Contractual Liability coverage to defend and indemnify the County for operations arising out of or in connection with this Agreement.

11.3 Such insurance shall be endorsed to include Snohomish County, its officers, elected and appointed officials, agents, volunteers and employees as an additional insured.

11.4 The State shall provide to the County a copy of the vendor's Certificate of Insurance and Additional Insured Endorsement for review and approval as a condition precedent to execution of this Agreement. Additionally, the State shall give the County seven (7) days' written prior notice of a reduction to or cancellation of coverage, including, but not limited to, notice of cancellation due to non-payment of premium, which the State shall fax to Snohomish County Risk Management within two (2) calendar days of receipt: (425) 388-3499.

12. NOTICE

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 2 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. WAIVER

Failure of the County or State to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent them from pursuing that right or remedy at any future time within the statute of limitations prescribed by law.

14. LEGAL REQUIREMENTS

The County and the State shall comply with all applicable federal, state, and local laws in performing this Agreement.

15. NON-DISCRIMINATION.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The State shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the State of the State's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the State is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision

shall not affect the State's obligations under other federal, state, or local laws against discrimination.

16. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. VENUE

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings to enforce or interpret this Agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington. The prevailing party in any such action, suit, or proceeding shall be entitled to reasonable attorney fees and costs.

18. ENTIRE AGREEMENT AND AMENDMENTS

18.1 This Agreement including all Exhibits constitutes the entire agreement between the County and the State with respect to any matter covered or mentioned therein, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. Except where otherwise provided herein, no provision in this Agreement may be amended or added to except by an amendment to the Agreement in writing signed by the County and the State and using the same formalities as are required for the execution of this Agreement.

18.2 In addition to the body of this Agreement, this Agreement shall consist of the following exhibits.

- Exhibit A-1: Designated Vending areas in all owned and leased facilities of the County
- Exhibit A-2: Designated Café Rental Space and Designated Common Area
- Exhibit B: Café Operations
- Exhibit C: Vending Operations

19. NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

20. NO SEPARATE ENTITY NECESSARY

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

21. OWNERSHIP OF PROPERTY

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

STATE OF WASHINGTON:

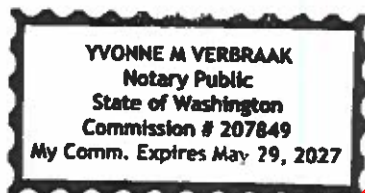
[Signature]
Dept. of Services for the Blind

4-22-2025
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 22 day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jim Herman, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Dept of Services for the Blind, as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Yvonne M. Verbraak
NOTARY PUBLIC in and for the State of
Washington residing at Olympia WA
My commission expires 5/29/2027

Approved As To Form Only :

[Signature]
Luis Beltran, WSBA #53935
Attorney General

April 21, 2025

Date

Baer, Diane
Digitally signed by Baer,
Diane
Date: 2025.05.01 15:55:56
-07'00'

Approved by Risk Management

SNOHOMISH COUNTY:

Carl Jorgensen, Property Officer Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____

Approved As To Form

Guadamud, Rebecca

Deputy Prosecuting Attorney Date

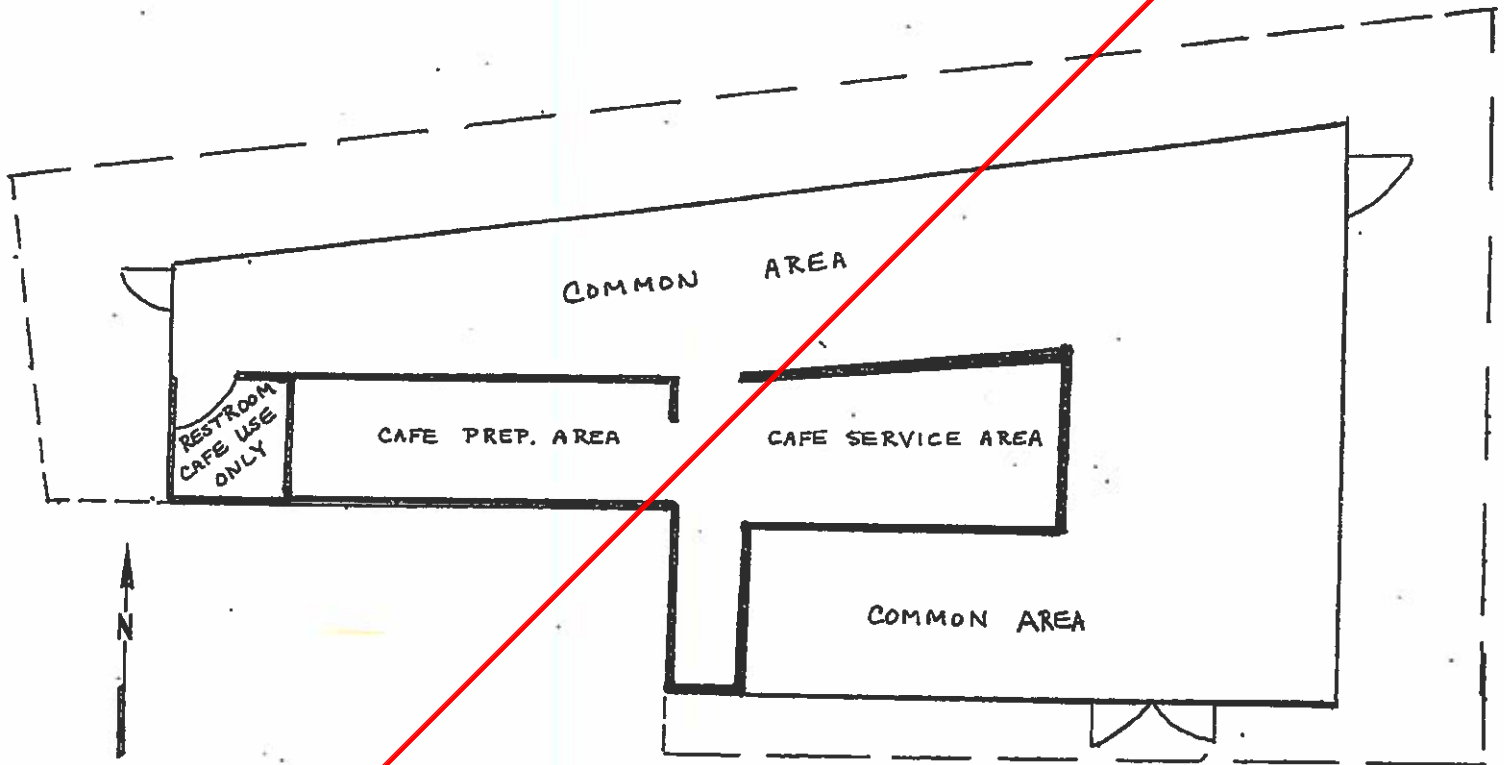
EXHIBT A-1

Vending Areas

Contract	Site Code	Name	# Beverage	# Snack	# Micromarket	Address	City	ST	Zip	County
A2024-009	763	Snohomish County Records Center (evidence control)				1000 California Street	Everett	WA	98201	Snohomish
A2024-009	1062	Snohomish County Airport RD Transfer Station	1	1		10700 Minuteman Drive	Everett	WA	98204	Snohomish
A2024-009	664	Snohomish County Sheriff South Precinct				15928 Mill Creek Boulevard	Mill Creek	WA	98012	Snohomish
A2024-009	1064	Snohomish County SW Transfer Station	1	1		21311 61st Place West	Mountlake Terrace	WA	98043	Snohomish
A2024-009	187	Snohomish County Denney Juvenile Justice Center	2	2		2801 10th Street	Everett	WA	98201	Snohomish
A2024-009	038	Snohomish County Administration (SCC)	7	6		3000 Rockefeller Avenue MS. 408	Everett	WA	98201	Snohomish
A2024-009	809	Snohomish County Everett Fleet Management	1	1		3402 McDougal Avenue	Everett	WA	98204	Snohomish
A2024-009	1120	Snohomish County Emergency Management	1	1		720 80th Street SW Paine Field	Everett	WA	98203	Snohomish
A2024-009	329	Snohomish County Cathcart Operations	2	2		8915 Cathcart Way	Everett	WA	98296	Snohomish
			15	13						

EXHIBIT A-2

Café Space



CAFE PLAN

EXHIBIT B

Café Operations

Café Operations:

The designated café rental space is shown on Exhibit A-2 of the Agreement.

The café vendor is responsible for purchasing, preparing, and providing high quality food, healthy food choices and beverages including, but not limited to, espresso, deli and snack items.

The café will be open Monday through Friday with the following exceptions and any other day so declared by the County Council or County Executive:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Friday immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

Holidays that occur on Saturday will be observed on the preceding Friday and holidays that occur on Sunday will be observed on the following Monday.

The café vendor can confirm County closures due to unforeseen emergencies by calling the information line at 425-388-3015 or the Department of Facilities and Fleet at 425-388-3400.

The café vendor will be open a minimum of eight hours per day to provide food service to employees and customers. The café vendor will negotiate specific hours of operation, including schedule changes, with the County and the State as required. Preferred operating hours are 6:30 a.m. to 3:00 p.m. The café vendor will post approved business hours at their expense in the café and other designated locations.

The café vendor will post approved menus and prices at his or her expense in the café and other designated locations. Additionally, the café vendor can prepare and dispense special menus at his or her expense in locations authorized by the County.

The café vendor will not sell, dispense, or consume alcoholic beverages, non-alcoholic beer and wine or tobacco products of any kind in County facilities.

All County facilities, including café space, are designated non-smoking.

The café vendor will not knowingly permit gambling, alcohol, illegal drugs, or any other unlawful practices in County facilities.

The café vendor will be responsible for its own acts or omissions and those of its employees, agents, contractors, subcontractors, officers, directors, and other representatives on or about the Premises. The vendor shall hold harmless and indemnify the County, its elected and appointed

officials, officers, employees, volunteers and agents from and against all claims, including, but not limited to losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason, including, but not limited to, damage to property or business and/or death, injury or disability to or of any person or party, including any employee, arising out of or suffered by reason of or in connection with this Agreement, its employees, agents, contractors, subcontractors, officers, directors, and other representatives.

The café vendor will be responsible for securing all exterior doors to the café rental space at closing daily and during emergency evacuations coordinated by the County.

The café vendor will comply with all applicable federal, state, and local laws, rules, codes, and regulations. The café vendor will obtain and post required licenses and permits for business operations.

The café vendor will utilize a cash register, and/or smart phone magnetic card reader or any other equipment used for point of sale purchases used for business operations and implement internal controls to safeguard earnings; track sales by date, type, quantity, and amount; collect and reimburse sales tax and other relevant business taxes and fees; and provide copies of sales and tax reports to the Department of Facilities and Fleet on request for audit and planning purposes.

The café vendor will provide copies of Health Department inspections to the Department of Facilities and Fleet on receipt and an action plan to deal with any negative findings. Failure to maintain a passing score will constitute contract default and the Department of Facilities and Fleet will request immediate, corrective action from the State.

The café vendor will provide reasonable assistance to disabled customers as needed including, but not limited to, help in purchasing products, carrying items from food service to seating; and disposing of waste.

The café vendor may accept personal checks, debit cards, and credit cards for customer transactions at his or her risk and expense. The café vendor will not accept personal credit for customer transactions.

The café vendor can advertise catering services for County sponsored events. Items must be prepared in the café with delivery to the ordering department. In addition, the café may remain open for business during non-routine hours for County sponsored events. The café vendor will not use County facilities to store, prepare, and/or serve food and beverages for private parties.

The café vendor and his or her representatives are independent contractors and not employees or agents of Snohomish County.

Non-discrimination:

It is the policy of the County to reject discrimination that denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The café vendor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the café vendor of the café vendor's compliance with the requirements of Chapter 2.460 SCC. If the café vendor is found to have violated this provision, or furnished false or misleading information in an investigation or

proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the café vendor obligations under other federal, state, or local laws against discrimination.

Public Records:

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the State or café vendor are needed for the County to respond to a request under the Act, as determined by the County, the State and café vendor agree to make them promptly available to the County. If the State or café vendor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the State or café vendor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the State or café vendor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the State or café vendor (a) of the request and (b) of the date that such information will be released to the requester unless the State or café vendor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the State or café vendor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

Café Space:

The café vendor and/or the State have sole responsibility and expense for providing and maintaining any and all equipment the café vendor and/or the State deem necessary or appropriate for business operations including leased equipment. The County is not responsible for maintaining equipment provided by the café vendor and/or the State including, but not limited to, losses due to unforeseen power outages, adverse weather conditions, and security breaches.

The café vendor will store inventory, supplies, and equipment in designated locations and promptly remove all garbage and waste accumulated as part of the café service operations leaving a neat and sanitary café appearance that operates efficiently on a consistent basis.

The café vendor will not allow inventory, supplies, equipment, boxes, cartons, or delivered products or other similar items to remain in view or on any counters in any of the public areas. All product deliveries are to be promptly stored away into designated areas.

The café vendor has sole responsibility and expense for cleaning and sanitizing designated café rental space shown on Exhibit A-2 based on federal, state, and local laws, rules, codes, and regulations, including contract provisions.

The café vendor is responsible for the procurement, storage, and use of chemicals required for business operations. Products will be limited to those required for standard café operations. All products will have corresponding material safety data sheets (MSDS) on-site and be readily available. The café vendor will utilize and dispose of chemicals in accordance with applicable regulations.

The café vendor is responsible for daily custodial maintenance in the café during business hours including but not limited to, cleaning of all eating surfaces, counters, and furniture between patron use, cleaning of fixtures and equipment, prompt disposal of waste into designated receptacles and regularly emptying of the large waste bin into the garbage container at the County's loading dock. No accumulation of garbage, recycling, or waste is permissible at any time. The café vendor is responsible to immediately spot clean surfaces due to accidental spills, promptly refill empty beverage containers, and provide mopping and sweeping of floors and cleaning of carpets and mats throughout the day and at the close of each business day.

The County is responsible for routine café maintenance including but not limited to light bulb replacement, pest control, changing air filters, and painting as well as annual floor sealing, cleaning of floor grates, washing of windows and panes in café common space.

The County may enter designated café space and vending space at any time, without notification to the State and/or the vendor to conduct inspections and address facility issues. The County will endeavor to notify the vendor and restrict its entrance to non-peak times so as not to impact Café customers. The County may suspend café operations due to code and/or violations, unsafe or unsanitary conditions, fire dangers, storage of hazardous materials, or negligent use of County facilities as provided in the Agreement and this Exhibit.

Employees, customers and guests may use vending machines and other County, State and/or vendor provided equipment in café common space to prepare personal items.

Café common space may be used for County functions during non-routine business hours in addition to regular business hours if adequate space is available for standard business operations.

The café vendor may request low cost, minor modifications to café space with prior approval from Washington State Department of Services for the Blind/Business Program and the County. The County will not be required to complete these modifications.

The café vendor will submit facility work requests by calling dispatch at 425-388-3347. Work requests will be processed during normal business hours if feasible.

The café vendor will immediately report hazardous conditions, security concerns, utility interruptions and faulty items to the County, the State and/or outside contractors as necessary.

The café vendor will obtain prior approval from the County and the State to install additional furniture, fixtures and equipment or to alter café space. Any approved additional furniture, fixtures and equipment requested by the café vendor shall be made at the sole cost and expense of the café vendor. If approved, all items will be in good condition; alterations will meet applicable regulations; and work will be aesthetically pleasing. Upon expiration or sooner termination of this Agreement, any alterations shall be deemed the property of the County.

The café vendor will obtain prior approval from the County regarding signage, displays, advertising, promotional materials and other similar items in County facilities.

Café Quality:

The café vendor will develop and utilize purchasing guidelines and buy products from reputable suppliers. Items purchased for use in café operations will meet or exceed the following specifications:

- USDA grade choice beef.
- Ground beef will be no less than 80% meat with no soy or other extenders added.

- USDA Grade A #1 pork and poultry.
- Nationally distributed frozen seafood, packed under continuous inspection of the U.S. Department of Interior.
- USDA Grade A eggs and dairy products.
- Fresh or frozen baked products. No bakery returns, unsold merchandise or day-old products will be used.
- USDA Grade A product, fresh fruit, vegetables and frozen food.
- Fancy, choice or quality canned fruit and vegetables.
- Brewed regular and decaffeinated coffee, espresso and tea will be available.
- Healthy food options.

The café vendor will consult with the State and the County regarding menu selections. The preferred menu will include a full service espresso bar; hot breakfast sandwiches; hot and cold deli sandwiches and wraps; fresh salads, fruits and vegetables; daily specials; vegetarian selections; soups and chili; cookies, desserts; fountain and bottled pop; juice; chips; box lunches and catering to the extent that equipment, space and health department regulations will allow. The café vendor will work with the State to supply equipment to meet menu preferences even though contract space will not include a grill, fryer or hood. Additionally, the café vendor will buy prepared, pre-packaged, ready-made and micro-wavable products to meet menu preferences if equipment is not available or allowed in contract space and the customers is willing to pay the additional cost incurred.

The café vendor will develop and maintain a production planning and portioning system to ensure comparable, consistent products for all customers.

The café vendor will endeavor to reduce whenever practical single use plastics, utensils, straws, cups, and other food containers to minimize the amount of waste products created from café operations whenever practical.

Café Staffing:

The café vendor is responsible for staffing including, but not limited to, hiring, firing, training, scheduling, supervising and compensating staff.

The café vendor and his/her representatives will perform business operations in a professional, courteous manner to reflect favorably on the County and meet or exceed the County's desire to provide quality café services.

The selected café vendor will provide adequate staffing during the stated hours of operation to provide friendly, quick and efficient service to minimize wait periods for customers and to promptly bus tables and counters between patrons, and promptly remove all garbage and waste accumulated as part of the café service operations.

The café vendor and employees providing café services are to be clean, neat, well groomed, free from offensive body odor, and wear proper clothing to adequately cover the body's mid-section.

The café vendor will comply with all applicable city, county, state and federal statutes regarding employment and payment of personnel including, but not limited to, applicable health laws and regulations, the Fair Labor Standards Act, Family Medical Leave Act, Americans with Disabilities Act and Equal Employment Opportunity Act.

The café vendor will purchase and post all required licenses and permits.

The café vendor will ensure that the staff will have the required licenses and health cards to meet all business regulations and provide copies to the County on request. In the event of a conflict between regulations, the more stringent will apply.

The café vendor may designate a manager to supervise business operations. The café vendor will provide the name and numbers of responsible staff to the County Administrator. The café vendor, manager or his/her designee must be available on-site during regular and special business hours. The café vendor will notify the County Administrator when he/she will be on vacation more than 3 business days.

The café vendor and/or manager will be an experienced professional, skilled in all phases of food service operations. The café vendor and manager will ensure that work performed under this memo of understanding is consistent with generally accepted and prevailing food service standards in addition to generally accepted accounting principles.

Café Safety and Security:

The café vendor will plan and conduct work to safeguard persons and property from injury/damage. Work will be performed in compliance with federal, state and local laws, rules and regulations including, but not limited to, Occupational Safety and Health Standards and other prudent practices.

The café vendor will follow County emergency and evacuation procedures.

The café vendor will secure the facility during emergencies including, but not limited to, power outages, fires, explosions, earthquakes, bomb threats and other emergency evacuations.

The café vendor will comply with the County directives regarding building access including, but not limited to, the following:

- Café doors will be unlocked during normal business hours.
- Café contract space will be locked if vendor employees are not present.
- The café vendor will secure contract space and condiment supplies as necessary on a daily basis at an agreed time.

Risk of loss or damage to vendor or State equipment, supplies and/or income is the sole responsibility of the café vendor. Snohomish County assumes no responsibility for loss or damage to vendor or the State equipment, supplies and/or income, except to the extent that such damage is caused by an intentional or negligent act of a County employee acting within the scope of his or her employment.

The café vendor will immediately report security breaches and theft to the County Administrator and the State.

Café Confirmation:

The café vendor agrees to follow the preceding County and State directives regarding business operations.

The café vendor will discuss business complaints and difficulties with the County Administrator and/or the State.

On expiration or termination of the Agreement, the café vendor will remove personal property and leave café space in a neat, clean condition, excluding normal wear and tear, and return all keys and access cards to the County.

No changes, amendments or modifications to the Agreement including this Exhibit B, will be valid unless set forth in written form and approved by the café vendor, the State and the County.

Café Vendor:

Kevin Hemminger

(Full Name of Vendor)

Date

KEVIN HEMMINGER

Washington State, Department of Services for the Blind/Business Program:

[Signature]

Business Enterprise Program Manager

4-22-2025

Date

Snohomish County, Department of Facilities and Fleet

Carl Jorgensen, Property Officer

Date

Exhibit C

Vending Machine Operations

Vending Machine Operations:

Prior County approval is required for the placement of any vending machines located in any County-owned facility and any space leased for use by the County where permissible.

The vendor is responsible for purchasing and providing high quality food, beverages and snack items with expiration dates clearly displayed.

The vending machines will be accessible Monday through Friday with the following exceptions and any other day so declared by the County Council or County Executive:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Friday immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

Holidays that occur on Saturday will be observed on the preceding Friday and holidays that occur on Sunday will be observed on the following Monday.

The vendor can confirm County closures due to unforeseen emergencies by calling the information line at 425.388.3015 or Facilities Management at 425.388.3400.

The vendor will not sell, dispense or consume alcoholic beverages, non-alcoholic beer and wine or tobacco products of any kind in County-owned facilities and space leased for use by the County.

All County-owned facilities and all space leased for use by the County are designated non-smoking. The vendor's employees will not smoke in any County-owned facilities or space leased for use by the County.

The vendor will comply with all applicable federal, state and local laws, rules and regulations.

The vendor will place visible customer service phone numbers on all vending machines in order for the public to contact the vendor for service complaints. The vendor will be responsible to the customer for money lost in the vending machines as a result of operation failure.

The vendor will provide reasonable access for disabled customers as needed and/or as required by law.

The vendor and his or her representatives are independent contractors and not employees or agents of the County.

The vendor will be responsible for its own operations, and those of its employees, agents, contractors, subcontractors, officers, directors, and other representatives arising from or in connection with this Agreement. The vendor shall hold harmless, defend and indemnify the County,

its elected and appointed officials, officers, employees, volunteers and agents from and against all claims, including, but not limited to losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason including, but not limited to, damage to property or business and/or death, injury or disability to or of any person or party, including any employee, arising out of or suffered by reason of or in connection with this Agreement, its employees, agents, contractors, subcontractors, officers, directors, and other representative

Non-discrimination:

It is the policy of the County to reject discrimination that denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

Public Records:

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the State or vendor are needed for the County to respond to a request under the Act, as determined by the County, the State and vendor agree to make them promptly available to the County. If the State or vendor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the State or vendor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the State or vendor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the State or vendor (a) of the request and (b) of the date that such information will be released to the requester unless the State or vendor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the State or vendor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

Vending Space:

The vendor and/or the State has sole responsibility and expense for providing and maintaining any and all equipment the vendor and/or the State deem necessary or appropriate for business operations including leased equipment. The County is not responsible for maintaining items

provided by the vendor and/or the State including, but not limited to, losses due to unforeseen power outages, adverse weather conditions, and security breaches.

The vendor is responsible for maintenance and repair of vending machines in a timely manner during daily business hours including, but not limited to, cleaning machines, equipment, and fixtures; refilling machines as needed; and cleaning up vending machine leakage.

The County is responsible for routine building maintenance including, but not limited to, vacuuming, replacing light bulbs in vending space, changing air filters, and painting as well as floor and upholstery care in vending machine space.

The County will conduct periodic inspections of vending machine space to verify cleanliness, expiration dates of food and snacks for contract compliance. The County may suspend vending operations for workplace violations; code violations, unsafe or unsanitary conditions, fire dangers or negligent use of vending machine space and the vendor will correct violations immediately.

The vendor may request low cost, minor modifications to vending machine space with prior approval from the State and the County. The County or the State will not be required to complete these modifications.

The vendor will immediately report hazardous conditions, security concerns, utility interruptions, and faulty items to the County, the State, and/or outside contractors as necessary.

The vendor will submit facility work requests by calling dispatch at 425.388.3400. Work requests will be processed during normal business hours if feasible.

The vendor will obtain prior approval from the County and the State to install additional vending machines and equipment or to alter vending machine space at his or her expense. If approved, all items will be in good condition; alterations will meet applicable regulations; and work will be aesthetically pleasing. Upon expiration or sooner termination of the Agreement, any alterations to the vending machine space shall be deemed the property of the County.

The vendor will obtain prior approval from the County and the State regarding signage, displays, advertising, promotional materials, and other similar items in all County-owned facilities and in all space leased for use by the County.

Vending Quality:

The vendor will develop and utilize purchasing guidelines and buy products from reputable suppliers. Items purchased for use in vending operations will meet or exceed the following specifications:

- USDA grade choice beef.
- Ground beef will be no less than 80% meat with no soy or other extenders added.
- USDA Grade A #1 pork and poultry.
- Nationally distributed frozen seafood, packed under continuous inspection of the U.S. Department of Interior.
- USDA Grade A eggs and dairy products.
- Fresh or frozen baked products.
- USDA Grade A product, fresh fruit, vegetables and frozen food.
- Fancy, choice, or quality canned fruit and vegetables.
- Regular and decaffeinated coffee.
- All food, beverages, and snack items will have expiration dates.
- There shall be no expired food, beverages, and/or snack items.
- Healthy food options.

The vendor will consult with the State and County regarding vending selections. The preferred vending selections would be sandwiches, soups, chips, cookies, gum, crackers, soda pop, juice, coffee, hot chocolate, fruit, and candy. The vendor will work with the State to supply equipment if necessary to meet menu preferences.

The vendor will ensure comparable, consistent products for all customers.

Vending Staffing:

The vendor is responsible for staffing including, but not limited to, hiring, firing, training, scheduling, supervising, and compensating staff.

The vendor and his or her representatives will perform business operations in a professional, courteous manner to reflect favorably on the County and meet or exceed the County's desire to provide quality-vending services.

The vendor will comply with all applicable city, county, state, and federal statutes including, but not limited to, the Fair Labor Standards Act, Family Medical Leave Act, Americans with Disabilities Act and Equal Employment Opportunity Act.

The vendor will ensure that staff has the required licenses/permits and health cards, if required by law, to meet all business regulations and provide copies to the County on request. In the event of a conflict between regulations, the more stringent will apply.

The vendor is responsible for supervising the cleanliness of staff. Employees will maintain a neat appearance and good hygiene at all times. The vendor will also establish a means for employee identification.

The vendor may designate a manager to supervise business operations. The vendor, manager, or his or her designee must be available during regular and special business hours. The vendor will provide names and phone numbers of responsible staff to the County.

The vendor and/or manager will be an experienced professional, skilled in all phases of food and beverage operations. The vendor and manager will ensure that work performed under this Agreement is consistent with generally accepted and prevailing vending service standards in addition to generally accepted accounting principles.

Vending Safety and Security:

The vendor will plan and conduct work to safeguard persons and property from injury/damage. Work will be performed in compliance with federal, state, and local laws, rules, and regulations including, but not limited to, Occupational Safety and Health Standards and other prudent practices.

The vendor will follow County emergency and evacuation procedures.

The vendor will comply with the County directives regarding building access including, but not limited to, the following:

- Doors will be unlocked during normal business hours.
- Access to vending areas in all County-owned facilities and leased space for use by the County will be locked after normal business hours.

Risk of loss or damage to vendor or State's equipment, supplies, and/or income is the sole responsibility of the vendor. The County assumes no responsibility for loss or damage to vendor or

the State equipment, supplies, and/or income, except to the extent such damage is caused by the intentional or negligent act of a County employee acting within the scope of his or her employment.

The vendor will immediately report security breaches and theft to the County and the State.

Vending Confirmation:

The vendor agrees to follow the preceding County and State directives regarding business operations.

The vendor will discuss business complaints and difficulties with the County Administrator and/or the State.

On expiration or termination of this Agreement, the vendor will remove all of vendor's personal property and leave vending spaces in a neat, clean condition, excluding normal wear and tear, and return all keys and/or access cards to the County.

No changes, amendments or modifications to this Agreement including this Exhibit C, will be valid unless set forth in written form and approved by the vendor, the State, and the County.

Vendor:

CANTEEN - JOE LUCERO 4-22-2025
(Full Name of Vendor) Date

Washington State, Department of Services for the Blind:

 4-22-2025
Business Enterprise Program Manager Date

Snohomish County, Department of Facilities and Fleet:

Carl Jorgensen, Property Officer
Carl Jorgensen, Property Officer Date