

CONTRACTOR: LAUTENBACH RECYCLING
CONTACT PERSON: BRYAN HANCOCK
ADDRESS: 13084 BALL RD.
MT. VERNON, WA 98273
TELEPHONE/FAX NUMBER: 360.854.8384
COUNTY DEPT: DEPARTMENT OF CONSERVATION & NATURAL
RESOURCES – EVERGREEN STATE FAIR PARK
DEPT. CONTACT PERSON: BRENDA GRANSTROM, OPERATIONS SUPERVISOR
TELEPHONE/EMAIL: (360) 805-6707 / Brenda.Granstrom@snoco.org
PROJECT: HAULING SERVICES
CONTRACT DURATION: IMMEADIATELY – APRIL 30, 2025

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Lauts Inc. dba Lautenbach Recycling, a Washington corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide hauling and disposal services (“Hauling Services”) of used animal shavings from Evergreen State Fair Park in Monroe WA to Topsoil’s Northwest, Inc. in Snohomish WA (year-round) and Wetland Creations, Inc. in Monroe (Fair period). This Agreement is the product of County RFP No. RFP-23-O45JM.

2. Term of Agreement; Time of Performance. The Contractor agrees to provide for the Evergreen State Fair Park in Monroe, Washington, Hauling Services, beginning immediately thru April 30, 2025; County has the option to extend for two (2) additional two-year terms subject to acceptance of terms by both parties.

3. Compensation.

a. Services. Contractor shall submit to the County weekly invoices for services provided. Once invoice is approved by the County, payment shall be made to Contractor’s accounts payable within seven (7) calendar days after receipt of invoice.

Notwithstanding the foregoing, in the event the County determines that it desires additional services or other changes within the scope of this Agreement, the parties may negotiate such changes including the amount of compensation to be paid for the additional work. Upon mutual agreement of the parties, the additional work, compensation and other changes shall be reduced to writing for the corresponding year.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

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

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

Name: Brenda Granstrom
Title: Operations Supervisor
Department: Department of Conservation and Natural Resources
Telephone: (360) 805-6707
Email: Brenda.Granstrom@snoco.org

7. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise

conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall provide the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-notify the County of completion of the work. The Contractor shall receive no additional compensation for time spent correcting errors, except to the extent such errors arise due to the County's failure to communicate to Contractor the scope of service. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

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

9. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of five (5) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times and upon reasonable advance notice to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws, subject to commercially reasonable limitations to protect confidential or proprietary information and no more than one time per year unless a discrepancy is found during a prior audit. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

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

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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

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

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

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

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

a. General. Each insurance policy shall be written on an "occurrence" form. By requiring the minimum insurance coverage set forth in this Section 11, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

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

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

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

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00

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

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-

contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

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

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

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII.

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

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

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

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

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

13. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are

federally funded or not.

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

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

16. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder, provided the Contractor is provided with advance written notice and acceptance of any such conditions, terms and requirements.

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

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

19. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 20 of this Agreement.

20. Non-Waiver of Breach; Termination.

- a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b. If either Party breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the non-breaching Party, the non-breaching Party may terminate this Agreement. In the event of termination by Contractor pursuant to this Section

20(b), County shall pay Contractor for the services and corresponding reimbursable expenses, if any, that County had already directed Contractor to perform. In the event of termination by the County pursuant to the Section 20(b) the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, already performed by the Contractor.

- c. Either Party may terminate this Agreement upon thirty (30) business days' written notice to the other Party for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 7 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.
- d. Determination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 20, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

21. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Evergreen State Fair Park
 14405 179th Ave SE
 Monroe, Washington 98272
 Attention: Brenda Granstrom
 Operations Supervisor

If to the Contractor: Lauts Inc. dba Lautenbach Recycling
 13084 Ball Rd.
 Mt. Vernon, WA 98273
 Attention: Bryan Hancock
 Account Manager

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

22. Confidentiality. Except as permitted elsewhere in this Agreement or as otherwise agreed between the Parties in writing, neither Party shall disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. Each Party may use such information solely for the purposes necessary to perform its obligations under this Agreement. Each Party shall promptly give written notice to the other Party of any judicial proceeding seeking disclosure of such information.

23. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public

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

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

24. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

26. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

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

28. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

30. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and

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

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


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

SNOHOMISH COUNTY:

CONTRACTOR

County Executive

Date: _____



Date: 4-22-2025

Approved as to insurance
And indemnification provisions:

Approved as to form only:

E-SIGNED by SHEILA BARKER
on 2025-02-12 17:08:10 GMT

Risk Management

Date: _____

Legal Counsel to the Contractor

Date _____

Approved as to form only:

E-SIGNED by REBECCA GUADAMUD
on 2025-02-11 00:11:37 GMT

Deputy Prosecuting Attorney

Date: _____

Agreement - ATTACHMENT "A"

LICENSEE: **LAUTENBACH RECYCLING**

Event Code: **FG-EV-LR**

Contact: **BRYAN HANCOCK, 360-854-8384 / bryanh@lautenbackrecycling.com**

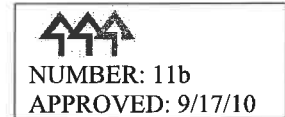
Section 1 - REQUIRMENTS & INSURANCE	
(1) INSURANCE	General Liability Insurance is required covering all dates of use including move in, set up, event and move out dates – Attachment C.
(2) NPDES COMPLIANCE	By this reference, Snohomish County NPDES Compliance Procedures are a part of this Agreement and Contractor’s responsibility to enforce or adhere to (Attachment B).

Section 2 - SCOPE OF EVENT - Description of event and activities
<ul style="list-style-type: none"> • Hauling of used horse show shavings year-round from Evergreen State Fairgrounds to Topsoil’s Northwest, Inc. • Hauling of used animal show shavings/straw to Wetland Creations, Inc. during the annual Evergreen State Fair (Fair-Time is late August to mid-October). • Delivery to and pickup from Evergreen State Fairgrounds of a 40-yard top-loading box during the annual Evergreen State Fair (Fair-Time).

Section 3 - HAULING DATES TIMES
<ul style="list-style-type: none"> • Contractor shall be responsible for hauling of used shavings year-round from Evergreen State Fair Park to Topsoil’s Northwest, Inc. • Contractor shall be responsible for hauling of used animal bedding during the annual Fair (late August thru mid-October) from Evergreen State Fair Park to Wetlands Creations, Inc or other approved local site. • Excluding Fair-time, hauling services may be required one or more times per week March through October. Removal is normally scheduled for Monday or Tuesday mornings (between 7am-2pm), unless notified by Fairgrounds Maintenance. Winter removal services will be on an ‘as needed’ basis (November – February). • Depending on the horse or livestock shows scheduled throughout the year, removal services may not be needed some weeks; or multiple services may be needed on other weeks. • During the annual Evergreen State Fair, a minimum of two (2) 40-yard top loading drop boxes will be dropped off for Fair Maintenance to load with daily morning change outs, unless scheduled differently by Fair Maintenance (may include Saturdays and Sundays). This period runs typically for four weeks between late August and mid-September. • Heavy removal services shall be required through the two weeks following the close of Fair.

Section 4 - FACILITIES, EQUIPMENT & PRICES	
Description	Rate
1. Tractor / Trailer (Topsoil’s NW)	\$665.00 (1 st pick-up) \$290.00 (additional pick-ups during the same day as 1 st pick-up)
2. Box Drop Off	\$300 Single Box \$450 Double Box
3. Drop Box hauled to Wetlands Creations	\$225 per box (<i>minimum of 2 boxes</i>)

Licensee Agreement - “ATTACHMENT B”



**NPDES COMPLIANCE PROCEDURES
FOR
ALL PARTIES UNDER CONTRACTUAL AGREEMENTS WITH
SNOHOMISH COUNTY PARKS & RECREATION**

- 1.0 PURPOSE: This Procedure outlines responsibilities of all parties under any contractual agreement, as defined in Section 3.0, with Snohomish County Parks & Recreation Department in regards to the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County.
- 2.0 AUTHORITY: A Phase I Municipal Stormwater Permit, was issued to Snohomish County by Washington State Department of Ecology on January 17, 2007 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.
- 3.0 APPLICABILITY: This Procedure applies to all parties (PART(Y/IES)) under contractual agreement with Snohomish County Department of Parks & Recreation (PARKS). Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of entry permits, special use permits, and interlocal and interdepartmental agreements.
- 4.0 COMPLIANCE WITH OTHER LAWS: Compliance with this procedure does not constitute waivers of the requirements of any other law or regulations; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.
- 5.0 ACRONYMS:
- | | |
|----------------|---|
| BMP | Best Management Practice |
| GESCL | Certified Erosion and Sediment Control Lead |
| Ecology or DOE | Washington State Department of Ecology |
| IVM | Integrated Vegetation Management |
| NPDES | National Pollutant Discharge Elimination System |
| SCC | Snohomish County Code |
| SWM | Surface Water Management |
| SWPPP | Stormwater Pollution Prevention Plan |
- 6.0 DEFINITIONS:
- 6.1 “Contaminant” means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: Trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive materials; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animals wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater general by commercial or industrial activities.
- 6.2 “Discharge” means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.
- 6.3 “Drainage Facility” means any part of a man-made physical system designed or constructed to collect, treat convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities, retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.

6.4 "Prohibited Discharges" means the following discharges to any drainage facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sediment Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the County; (4) Any discharge that causes the County to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.

6.5 "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation or areas or careful management of activities that are sources of pollutants.

6.6 "Waters of the state" include those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the State of Washington.

7.0 COUNTY ACCESS: County personnel shall have reasonable access to all Park property to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.

8.0 SOURCE CONTROL: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include, but are not limited to those described in Volume IV of the County Stormwater Management Manual. The PARTY shall be responsible for utilizing all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the State, and for providing the proper training to all individuals engaged in such activities. The PARTY shall conduct all activities in a safe, responsible manner and in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:

- Application of Fertilizers and Pesticides
- Building Exterior Cleaning and Maintenance
- Chemical Handling
- Cleaning of Animal Handling Areas
- Dust Control
- Fueling of Equipment and Vehicles
- Land Disturbance Activities (soil erosion)
- Landscape Maintenance and Vegetation Disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash management
- Vehicle Washing

9.0 SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: PARTIES that engage in activities that pose a risk of polluting waters of the State must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to PARKS at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to PARKS by contacting the Parks NPDES Compliance Officer at (425) 508-6614 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

10.0 REVISIONS TO PROCEDURE: This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by PARKS. All revisions shall be numbered and dated and provided to PARTIES.

SNOHOMISH COUNTY INSURANCE REQUIREMENTS

Give this document is for your Insurance Agent

Both of the following insurance documents are required.

1. Certificate of Liability Insurance
2. Additional Insured Endorsement (must be attached to the Certificate of Insurance).

1. CERTIFICATE OF INSURANCE

- a) **INSURED** must be the same name as the "Licensee" name on the Fair License Agreement.
- b) **MINIMUM SCOPE & LIMITS OF INSURANCE**: The LICENSEE shall maintain coverage at least as broad as and with limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and a \$2,000,000 aggregate limit. CG 00 01 current edition;

Automobile Liability: (Required if using automobiles in the course of your work). \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

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

- c) **DESCRIPTION OF OPERATION / LOCATIONS / VEHICLE** section should read:

RE: Snohomish County and Evergreen State Fairgrounds, its officers, elected officials, agents and employees are covered as additional insureds, as respects to the activities of the Named Insured at the Evergreen State Fairgrounds.

- d) **CERTIFICATE HOLDER** should read: **Snohomish County
Evergreen State Fairgrounds
14405 – 179th Avenue SE
Monroe WA 98272-1149**

2. ADDITIONAL INSURED ENDORSEMENT PAGE

A separate Additional Insured Endorsement page from the insurance policy is required. If the additional insured language (below) is not listed on the above certificate, then it needs to be listed on the endorsement:

"SNOHOMISH COUNTY AND EVERGREEN STATE FAIRGROUNDS, ITS OFFICERS, ELECTED OFFICIALS, AGENTS AND EMPLOYEES"

Acceptable Endorsement Formats are:

CG 20 11 Additional Insured – Managers or Lessors of Premises
OR **CG 20 26** Additional Insured – Designated Person or Organization.

(Equivalent endorsement forms may be used)