

AGREEMENT FOR LAKE CASSIDY ADA LOOP TRAIL

THIS AGREEMENT is made pursuant to RCW 35.21.278, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), by and through the Division of Parks and Recreation of the Snohomish County Department of Conservation and Natural Resources and Washington Trails Association (“WTA”), a Washington nonprofit corporation

NOW THEREFORE, for and in consideration of the mutual promises set out below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize the terms by which WTA shall construct an ADA Loop Trail along the Centennial Trail (the “Project”).
2. Property. The trail to be constructed under this agreement is located in Snohomish County along the Centennial Trail as shown on Attachment A attached hereto and incorporated by this reference.
3. Manner of Performance.

3.1 Trail standards. All trail construction shall conform to trail standards provided by the United States Forest Service and County Parks construction and design specifications. Trail width will be set to 6’ wide and maintain a grade no higher than 5%. In order to maintain a gentle and consistent grade, structures such as short boardwalks, turnpikes and retention walls will be required. Designs for structures will comply with USFS pre-engineered specifications.

The layout of the trail ties together positive control points, i.e. massive spruce and cedar trees, old growth stumps with springboard notches, etc. and avoids negative control points such as designated wetland sites and sightlines which may encourage trail cutting/ social trail creation.

3.2 Compensated services. WTA shall coordinate and supervise volunteer work parties at the Property. Work parties shall consist of approximately 12-15 volunteers. Work parties shall be from 8:30 a.m. – 3:30 p.m. Each event shall average 100 volunteer hours per event. Work parties shall occur three days a week and the Project should be completed within approximately 4 months from the time work begins. WTA shall provide volunteers with tools, equipment and crew leaders necessary to supervise its volunteers for work performed under this agreement. In addition, WTA will provide project design, layout and management. WTA shall be eligible for reimbursement of its expenses as shown in Attachment B.

The County will reimburse WTA for its expenses at the rate of \$1600 per work party and \$5000 for 100 hours of professional services for design and Project management.

3.3 County Responsibilities. Snohomish County will provide the following materials and equipment rentals for the Project: lumber and consumables (screws, spikes, rebar, etc.) for turnpike and retention structures; surfacing and fill material such as 5/8”(-) gravel and 2-4” quarry spall; and equipment rentals including power wheelbarrows and plate compactors.

3.4 Reporting. WTA will provide a timely scope of work summary, including before and after photos, and a detailed breakdown of the number of volunteers and staff and the hours worked for each work party and the dates of each work party.

3.5 Minors. WTA represents that if minors (under age 18) are participating in providing services, WTA assumes all responsibility for obtaining formal parental/guardian consent for the minor's attendance and participation. WTA further acknowledges that WTA is responsible for providing adequate adult supervision for all minor volunteers during volunteer service and all adult supervisors will have successfully completed a Washington State, or Washington State Patrol, background check process indicating no concerns for assuming a supervisory role.

3.6 Conduct. WTA agrees to follow all park rules and regulations, and standards of conduct imposed by County. WTA understands and agrees that County employees and agents may at any time terminate participation in any activity under this Agreement should any group member engage in conduct that violates standards of conduct, disrupts the activity, or harms or injures the welfare of other participants and third parties. WTA further agrees to immediately report all unsafe acts, dangerous conditions, and injuries to the County employees and agents who requested the services.

3.7 Personal Equipment Use. WTA understands that County is not liable for any injuries, damage, or third-party damage, including property and injuries, resulting from use of personal equipment.

3.8 Liens. In the event WTA pays for any services out of its own funds, WTA shall keep the Property free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, WTA in the performance of this agreement. Any construction liens filed against the Property for work claimed to have been furnished to WTA will be discharged by WTA, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at WTA's sole cost and expense. Should WTA fail to discharge any such construction lien, the County may, at its election, pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County shall be immediately due and payable by WTA. WTA shall indemnify and hold the County harmless from and against any liability arising from any such lien.

3.9 Prevailing wages. WTA will be responsible for the payment of prevailing wages under chapter 39.12 RCW in the event WTA uses any County funds for the payment of wages or salaries of any individuals providing services under this Agreement.

3.10 Drainage. WTA shall not construct any new drainage features within the Property. This includes water bars, drainage swales and ditches, as well as any other feature to move concentrated water. Sloping to allow sheet flow in a nonerosive manner is an allowed method of moving water off of trails.

4. Term. This Agreement shall become effective upon mutual execution and terminate on September 30, 2026, unless earlier terminated pursuant to Section 18.

5. National Pollutant Discharge Elimination System (NPDES) Requirements. WTA will follow all NPDES (National Pollutant Discharge Elimination System) requirements. These requirements are contained in Attachment C, which is attached hereto and incorporated herein by this reference.

6. Direction and Control. WTA agrees that it will perform the work under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that WTA is not entitled to any benefits or rights enjoyed by employees of the County. WTA specifically has the right to direct and control its own activities in performing under the terms of this Agreement. The County shall only have the right to ensure performance.

7. Ownership. All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall be retained on file by WTA and made available to the County on request.

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

9. County Review/Approval. The County may, following inspection, accept or reject the work performed hereunder, or request modifications or additions as it deems appropriate. Any request for modification or addition shall be completed within a reasonable amount of time.

10. Access to Books/Records. The County may, at reasonable times, inspect the books and records of WTA relating to performance of this contract. WTA shall keep all records required by this contract for seven (7) years after its termination.

11. Hold Harmless and Indemnification. WTA shall hold harmless, indemnify, and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the acts, errors, or omissions of WTA, its employees, agents, volunteers, or subcontractors, arising out of the performance of this agreement; PROVIDED, HOWEVER, that the WTA's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence or willful misconduct of the County, its officers, officials, employees, or agents acting within the scope of their employment.

With respect to the WTA's obligations to hold harmless, indemnify, and defend provided for herein, but only as such obligations relate to claims, actions, or suits filed against the County, WTA further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the WTA's employees, agents, volunteers, or subcontractors caused by or arising out of the WTA's acts, errors, or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

Similarly, and to the extent allowed by law, the County shall defend, indemnify and hold WTA harmless against any and all losses, damages, costs, expenses, suits, actions and liabilities (including reasonable attorney's fees) (i) which result from or arise out of the failure of the County or its agents, employees, servants, volunteers, or other persons acting under the direction or

control of the County to perform its obligations contemplated hereunder in the manner and on the terms set forth in this Agreement, and (ii) to the extent caused by the negligence or fault of the County, or its agents, employees, servants, volunteers, or other persons acting under the direction or control of AGENCY, during the performance of such obligations; provided, that no such defense, indemnification or holding harmless will be required to the extent that said losses, damages, etc. are caused by or result from the negligence or fault of WTA or its officers, agents, employees, servants, volunteers, or other persons acting under the direction or control of WTA.

WTA's obligations shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by WTA, its employees, agents, or subcontractors.

12. Insurance Requirements. Maintenance of insurance as required herein shall not be construed to limit the liability of WTA to the coverage provided by insurance or to limit the County's recourse.

WTA shall obtain and maintain continuously, at its own expense, the following insurance for the term of the Agreement:

- a. *Commercial General Liability* (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than 2,000,000 per occurrence, \$3,000,000 aggregate and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured.
- b. If WTA is providing a professional service, *professional liability insurance* is required with a minimum limit of \$1,000,000 per claim. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the policy shall state the retroactive date. The Contractor shall maintain coverage for the duration of this Agreement and for a minimum of three (3) years following expiration or termination of this Agreement. The Contractor shall annually provide the County with proof of renewal.
- c. If the scope of services includes activities involving the use of an automobile, *automobile liability insurance* for ANY AUTO with a minimum limit of \$1,000,000 combined single limit is required.
- d. The Contractor shall provide or purchase *workers' compensation insurance* coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of the Contractor to also carry such insurance prior to performing work under the agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, volunteers, consultants, or subcontractors which might arise under the Washington State Industrial Insurance laws.
- e. All insurance shall be placed with insurance carriers licensed to do business in the state of Washington and with carriers subject to approval by the County. The County reserves the right to receive a certified copy of the required insurance policies and to approve all deductibles. Insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the County.

13. Compliance with Laws. WTA shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this contract. WTA shall be responsible for securing and maintaining all permits and paying, when due, all costs, fees, taxes, annual inspection fees, and other charges/benefits incidental to development and construction of the Property.

14. Compliance with SCC 2.460.170. 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.

WTA 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 WTA of WTA's compliance with the requirements of chapter 2.460 SCC. If WTA 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 termination at the County's discretion. This provision shall not affect the WTA's obligations under other federal, state, or local laws against discrimination.

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

16. Notice. Any notice related to the terms of this Agreement, or required by law, shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given

when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

If to the County: Ed Pottharst, Senior Park Planner, Parks and Recreation Division, 6705 Puget Park Drive, Snohomish WA 98296. Telephone: 425-308-4108.

If to WTA: Jen Gradisher, Trail Programs Director, Washington Trails Association, 705 2nd Ave, Suite 300, Seattle, WA 98104. Telephone: (206) 625-1367

17. Non-exclusivity. The County may enter into additional agreements with other similarly situated entities or individuals desiring to perform services without compensation in exchange for the opportunity to perform trail maintenance and improvements at the Property.

18. Termination. Either party may terminate this Agreement by providing 20 days' written notice.

19. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this contract, the text shall prevail.

20. Governing Law and Venue. This contract shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this contract must be brought in Snohomish County, Washington.

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

22. Entire Agreement. This contract constitutes the entire understanding of the parties. Any written or verbal agreements not set forth in this contract or incorporated by reference are expressly excluded.

“County”
SNOHOMISH COUNTY

“WTA”
WASHINGTON TRAILS ASSOCIATION

By: _____
County Executive Date

By: _____
Title: _____
Date

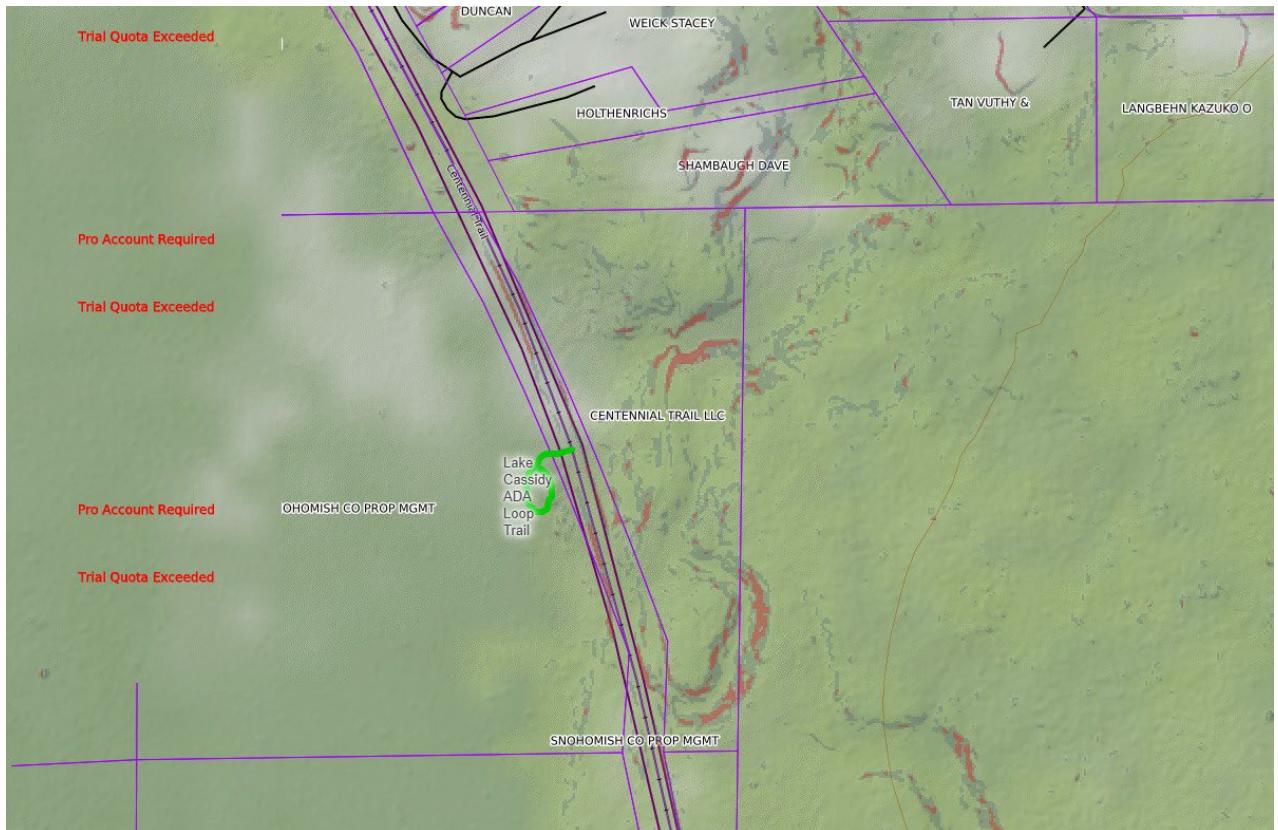
Reviewed by Risk Management:

Date

Approved as to Form Only:

Deputy Prosecuting Attorney Date

ATTACHMENT A
Map of the Project Location



ATTACHMENT B
Cost Summary

Detailed Cost Summary

Volunteer Work Parties				
Quantity	Item	Source	Cost Per	Cost Total
40	40 volunteer work parties @ \$1600/ day	WTA	\$1600	\$64,000
Total				\$64,000
Professional Services Fee				
Quantity	Item	Source	Cost Per	Cost Total
-	100 hours of professional services time for layout, design and project management	WTA	-	\$5,000
Total				\$5,000
PROJECT TOTAL:				69,000.00

ATTACHMENT C

Title: NPDES Procedure – All Parties

Document Information

Procedure Type: Department	Governing Department: Parks
Procedure Owner:	Todd McNeal, NPDES Lead
Status: FINAL	Next Review: 09/01/2027
Regulatory Source(s): OTHER	Other: Phase I Municipal Stormwater Permit
Retention Schedule: 3 Year	Designation: Essential

PURPOSE: This Procedure outlines responsibilities of all parties under any contractual agreement with Snohomish County Parks & Recreation Division in regards to the [National Pollutant Discharge Elimination System \(NPDES\) municipal stormwater permit](#) held by Snohomish County

THIS PROCEDURE APPLIES TO: This Procedure applies to all parties (PART(Y/IES)) under contractual agreement with Snohomish County Division 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.

PROCEDURE:

AUTHORITY: A Phase I Municipal Stormwater Permit, was issued to Snohomish County by Washington State Department of Ecology on July 1, 2024 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.

COMPLIANCE WITH OTHER LAWS: Compliance with this procedure does not constitute waivers of the requirements of any other law or regulation; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.

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.

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 and pet waste management
- Vehicle washing
- Snow and ice control
- Maintaining roadside areas, including street sweeping

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 Lead at (425) 309-6624 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

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.

RECORDS:

Records associated with this procedure include the authorizing contractual agreement to which this procedure will be attached, documents associated with any spill reporting and any reports that staff generate associated with.

DEFINITIONS:

Definitions applicable to this Procedure:

"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, recreationl, or other legitimatebeneficial 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 material; 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; animal 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 generated by commercial or industrial activities.

"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.

"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.

"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.

"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 of areas or careful management of activities that are sources of pollutants.

"Waters of the state" includes 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.

ACRONYMS:

BMP Best Management Practice

CESCL 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

REVISION TABLE

Date	Description of changes
April 2024	Transferred to County template. Previously identified as 011b NPDES Procedure – All Parties.
Sept. 2024	Updated to reflect new permit, issued July 1, 2024

APPROVAL TABLE (highlighted area must always approve)

Role/Title	Approve	Notification of Change
Parks Division Director	X	
Parks Division Manager – Short Range	X	
Parks NPDES Lead	X	
DCNR Contract Specialist		X
Real Property Administrator		X
Operations Supervisor		X
Property Officer		X