

## FACILITY LICENSE

This Facility License (“License”) is made by and between Snohomish County, a political subdivision of the State of Washington, by and through the Department of Conservation and Natural Resources (the “County”) and the Snohomish Conservation District, a governmental subdivision of the State of Washington (the “Licensee”). In consideration of the mutual benefits described below, the parties agree as follows:

### I. GRANT OF LICENSE

**1.1 License Term.** The County hereby grants to Licensee a license to use the Premises described in paragraph 1.2 for the purposes set forth below. The License shall govern use from the date of execution through December 31, 2026. This License may be extended at the sole discretion of the County through the Director of its Department of Conservation and Natural Resources for up to two additional three-year periods, with expiration not later than December 31, 2032. The County’s obligations under the License after December 31, 2024, are contingent upon local legislative appropriation of the necessary funds for this specific purpose under applicable law.

**1.2 Premises.** The Premises subject to this License is described as a portion of 132 131<sup>st</sup> Ave NE Lake Stevens, WA 98258 further described as a portion of tax parcel 29061700400100 (the “Premises”). The Premises consists of the Upper Nursery and the Lower Nursery as depicted in Exhibit A, “SWM Native Plant Nursery Layout.” Nursery zones and the Staging Area are depicted in Exhibit A, “SWM Native Plant Nursery Zones.” The Premises also includes an office trailer, two conex containers, and a hoop house.

**1.3 Allowed Use.** The Premises may be occupied and utilized by Licensee for growing and storing plant species that are native to the Pacific Northwest or used for Licensee’s Agroforestry program. The Premises also may be used for basing Licensee’s Washington Conservation Corps (WCC) contracted crew. The County will use and manage nursery Zones 1, 2, 3, 4, and 5. Licensee will use and manage Zone 6 and the Lower Nursery as shown in Exhibit A. The Staging Area will be jointly used and managed for staging plant material. The County will provide space to base Licensee’s WCC crew, to be shared with the County’s WCC crew. Space will include parking for crew members, indoor office space, and storage for tools, equipment, and project materials. The use of the Premises is subject to the limitations specified in Exhibit B, “Special Terms and Conditions,” attached and incorporated herein by this reference.

**1.4 Responsibility for WCC Crew.** The Licensee is responsible and liable for its WCC crew at all times crew members are present on the Premises, consistent with paragraph 4.1 of this License.

**1.5 Non-Exclusive Permission.** The Licensee’s authority to use the Premises is not exclusive. The County may continue to use the property for its own purposes and at all times shall be considered the owner and occupier of the Premises. The County may enter the Premises at any time.

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This License is personal to the Licensee and grants no interest in the Premises. This License is intended to allow the Licensee limited use of the Premises only to the extent expressly authorized herein and no other use is permitted or allowed.

The Licensee and County agree that this License is not intended to create any benefit for or in any third party, nor is it intended to create any right of action in any third party.

## II. DUTIES OF LICENSEE

**2.1 Insurance.** Licensee shall obtain insurance as set out in Paragraph 4.2.

**2.2 Fees for Use.** For the term of this agreement the Licensee will not be required to provide monetary compensation to the County but Licensee will provide in-kind labor for maintenance and other tasks as defined in Section 2.8.

**2.3 Care and Condition.** Licensee shall be responsible for the care and maintenance of the Premises during the period of use. Licensee is responsible for managing and maintaining plant material and infrastructure in Zone 6 and the Lower Nursery to support plant health and vigor. This includes an irrigation system, weeding, shade cloth installation/removal, and pest control. Licensee will be responsible for purchasing all materials needed for their respective nursery operations. Licensee shall return the Premises to the County in as clean and as good a condition as when received, less normal wear and tear.

Licensee shall be responsible for removing from the Premises, on or before expiration of this License, all personal property, except personal property of the County, brought to the Premises in connection with the uses permitted herein. If such property is not removed in a timely fashion, the County shall have the right to remove, store, sell or otherwise dispose of it at Licensee's expense. The Licensee assumes all risk of loss or damage to such property, by theft or otherwise, incurred during or as a result of any removal, storage, sale, or other disposition by the County. Licensee expressly agrees that sale or other disposition of such property, private or public, may occur at any time not less than thirty (30) days after the expiration of this License.

Licensee shall take all reasonable precautions to prevent or suppress fires. Licensee shall not perform, nor permit others to perform, any disorderly conduct, waste, or vandalism or commit any nuisance on the Premises or to use the Premises in such a way as to interfere with the use of adjoining county property by any other person. Licensee shall not perform, nor permit others to perform, any violation of any rules and regulations of the County relating to the use, of and conduct in, the Premises. Licensee shall be liable to the County for any loss or damage to the Premises resulting from Licensee's activities or use of the property. Licensee shall notify the County of damage to the Premises or waste left by other persons.

**2.4 Inspection.** Snohomish County and its officers and employees shall have and maintain access at all times to the Premises and may control any criminal activity, nuisance, or real or potential harm to persons or property.

**2.5 Alcohol.** Licensee shall not serve nor permit others to serve or to consume alcohol on the Premises.

**2.6 Permits.** Licensee shall obtain all other permits and Licenses required by law. By executing this document, Snohomish County does not warrant that any other permits or Licenses are necessary or not necessary.

**2.7 Port-a-potty.** Licensee shall provide a port-a-potty on the Premises and shall ensure it is serviced consistent with the vendor's recommendation.

**2.8 Work Exchange.** The Licensee's WCC crew will help with facility maintenance in lieu of monthly monetary compensation. Activities will include mowing, weed control, road and parking area maintenance, and nursery infrastructure maintenance. Licensee's crews and/or staff will work the equivalent of one full work day per month.

### III. DUTIES OF COUNTY

**3.1 Access.** Access to the Premises is limited to Licensee staff and contractors. Licensee shall notify staff and contractors of potential hazards on the Premises. Licensee must obtain approval from the Surface Water Management (SWM) nursery manager before vendors or guests of the Licensee may enter the Premises. Nursery keys and security access codes may be shared only with Licensee staff that have a need to enter the Premises. Copies of nursery keys may be made only with the approval of the SWM nursery manager. Lost keys must be reported to the SWM nursery manager and replaced at the expense of the Licensee.

**3.2 Utilities.** Water and power will be provided under this License.

### IV. LIABILITY

**4.1 Hold Harmless/Indemnification.** To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its 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, and/or in connection with this License. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this License. Licensee shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, 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 incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this License. Nothing

contained within this provision shall affect and/or alter the application of any other provision contained within this License.

**4.2 Insurance Requirements.** At execution of this License, the Licensee, at their own cost, shall have procured and will maintain for the duration of this License, insurance as specified in the Minimum Scope and Limits of Insurance. The Licensee shall furnish the County with certificates of insurance and endorsements required by this License. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Licensee under this License. The Licensee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this License.

#### **1. Minimum Scope and Limits of Insurance;**

The Licensee shall maintain limits no less than,

- A. **Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
  - \$1,000,000 per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal/Advertising Injury Liability

Employers Liability / Washington Stop Gap

\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately;

- B. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- C. **Workers' Compensation:** Statutory requirements of the State of residency.

- D. **Pollution Legal Liability** is required if the Licensee will be using or storing hazardous materials or regulated substances, such as fuel, with a minimum limit of \$1,000,000 per claim for bodily injury, property damage, clean up and emergency response costs. It is acceptable to add ISO endorsement CG 24 15 Limited Pollution Liability Extension or its equivalent to the CGL policy or obtain a separate pollution legal liability policy.

## 2. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this License are to contain, or be endorsed to contain the following provisions:

### **General and Automobile Liability:**

- A. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of or in connection with this License. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance; CG 20 26 or its equivalent is required.
- B. The Licensee'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.
- C. 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 Licensee's liability to the County and shall be the sole responsibility of the Licensee.
- D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) calendar days' prior written notice to the County.
- E. Insurance coverage is to be placed with insurers with a Bests' rating of no less than VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Licensee 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 Licensee shall include all subcontractors and Washington Conservation Crew staff as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor.

**3. Assumption of Property Risk.** The placement and storage of Lessee's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Lessee.

## V. HAZARDOUS SUBSTANCES

**5.1 Definitions.** As used in this License, the term "Hazardous Substance" shall mean (i) any substance subject to regulation under the Hazardous Waste Management Act,

chapter 70.105 RCW, as amended from time to time, and regulations promulgated thereunder; (ii) any “hazardous substance” under the Model Toxics Control Act, chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; (iii) any “hazardous substance” or “hazardous waste” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9602 et seq., as amended from time to time, and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products; (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

**5.2 Permitted Amounts of Hazardous Substances.** Other than minor amounts of materials such as herbicides, surfactants, fuels, and oils necessary for the uses permitted under this License, no Hazardous Substance shall be handled at any time upon the Premises. Licensee agrees that to the extent it is handling minor amounts of materials as permitted by this Section V, it will not cause or permit in any manner, including accidental or non-negligent acts or omissions, the release of any Hazardous Substance into, upon or from the Premises.

**5.3 Liability and Indemnification.** In the event of a release, leakage, spillage or other discharge of a Hazardous Substance (a “Release”) by Licensee or any contractor or agent for Licensee, Licensee shall, at its own expense, promptly notify the County and any other involved agency in writing of such Release. Licensee shall be solely liable for any and all consequences of and expenses associate with such Release, including all liability under any federal, state, or common law. Licensee shall further indemnify, hold harmless, and defend (with counsel reasonably satisfactory to Licensor) the County, its successors and assigns, and their respective directors, officers, employees, and agents, against any and all liability, cost, and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys’ fees, and consulting, engineering, and construction costs) incurred by the County as a result of Licensee’s breach of this Section or as a result of any Release, regardless of whether such liability, cost, or expense arises during or after the term of the License.

## VI. OTHER TERMS

**6.1 Notices.** Any notice required by this License, or by law, shall be given in writing. Such notice shall be given as follows:

If to the County: Attn.: Surface Water Management, Nursery Manager, 3000 Rockefeller Ave M/S 303, Everett WA 98201. Telephone: 425-388-3464.

If to Licensee: Snohomish Conservation District, Executive Director, 528 91<sup>st</sup> Ave NE, Lake Stevens, WA 98258. Telephone: 425-335-5634

**6.2 Non-Assignment.** This License may not be transferred or assigned.

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**6.3 Modification.** This License may only be modified in writing and such modification shall take effect only after such modification being duly executed by both parties.

**6.4 Non-Waiver.** The failure of the County to insist on strict performance of any term of this License, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right to the County, but the same shall be and remain in full force and effect.

**6.5 Termination.** This License is revocable at will. This License shall terminate, and the Licensee shall vacate the Premises at the end of the term of this License as set forth in paragraph 1.1, unless earlier terminated as follows:

(1) Upon twenty (20) days' written notice by either party to the other; or  
(2) Immediately upon written notice by the County in the event of breach by Licensee of any term of this License or for any and all damages caused to property of the County by Licensee or its agents, employees, volunteers, invitees, or participants, in which event the County shall have a possessory lien upon any and all property stored, used, or located on any property of the County and Licensee shall forfeit any sums of money advanced to the County.

Termination shall not affect the rights of the County under any other provision of this License.

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

**6.7 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, which is incorporated herein by this reference. Execution of this License constitutes a certification by the Licensee of the Licensee's compliance with the requirement of Chapter 2.460 SCC. If the Licensee 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 License may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

**6.8 National Pollutant Discharge Elimination System (NDPES).** The Permittee shall comply with the NPDES Compliance Procedure attached hereto and incorporated herein as Exhibit C.

**6.9 Authority.** Each signatory to this License represents that he or she has full and sufficient authority to execute this License on behalf the party for whom they are signing, as the case may be, and that upon execution of this License it shall constitute a binding obligation of the party for whom they are signing, as the case may be.

IN WITNESS WHEREOF, the Parties have executed this License as of the date upon which the last party has signed this License.

SNOHOMISH COUNTY

SNOHOMISH CONSERVATION DISTRICT

\_\_\_\_\_  
County Executive                                  Date

\_\_\_\_\_  
Title \_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney                  Date

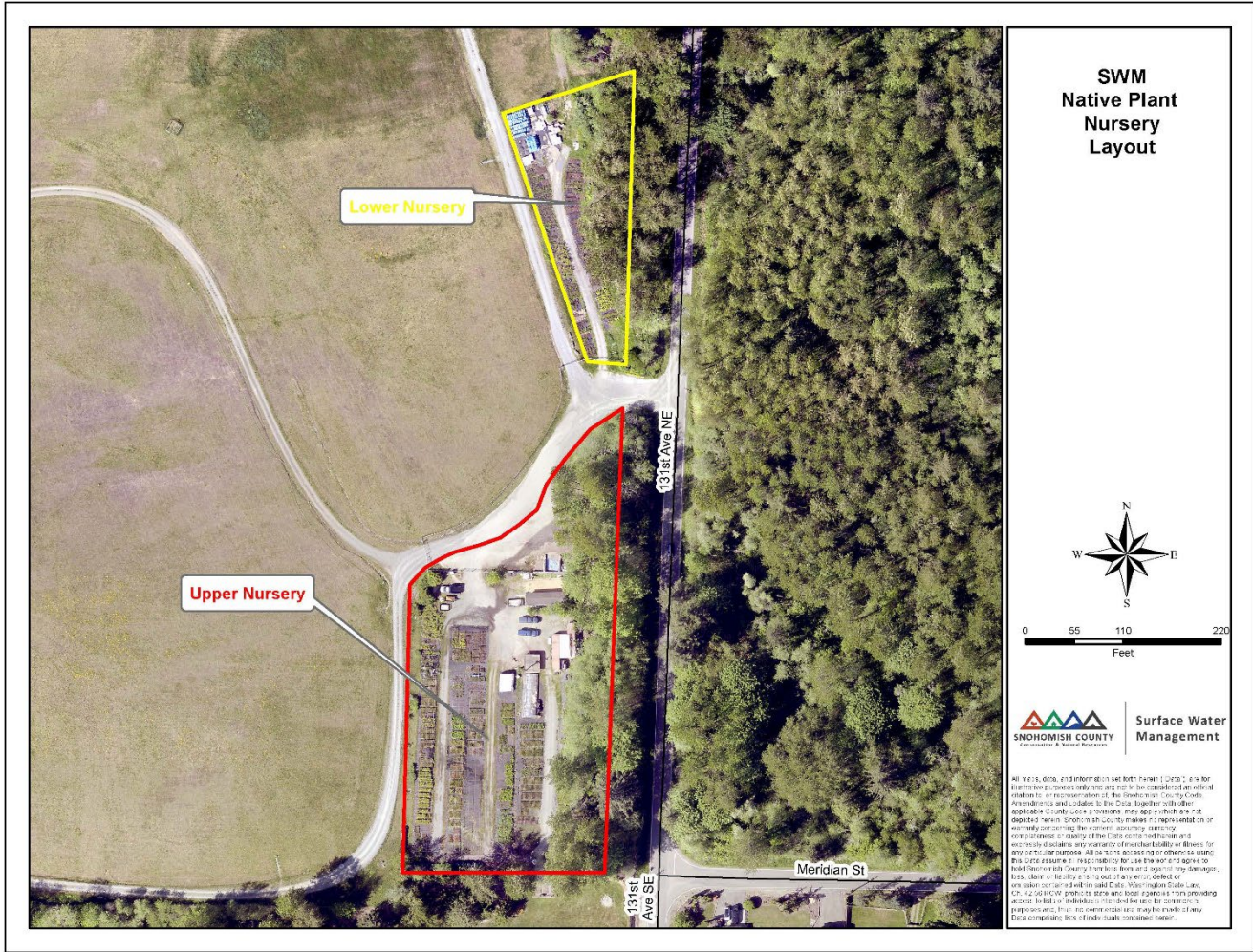
Approved by Risk Management:

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Date



# EXHIBIT A

## SWM Native Plant Nursery Layout



**SWM  
Native Plant  
Nursery  
Layout**

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Feet

**SNOHOMISH COUNTY**  
Conservation District

**Surface Water  
Management**

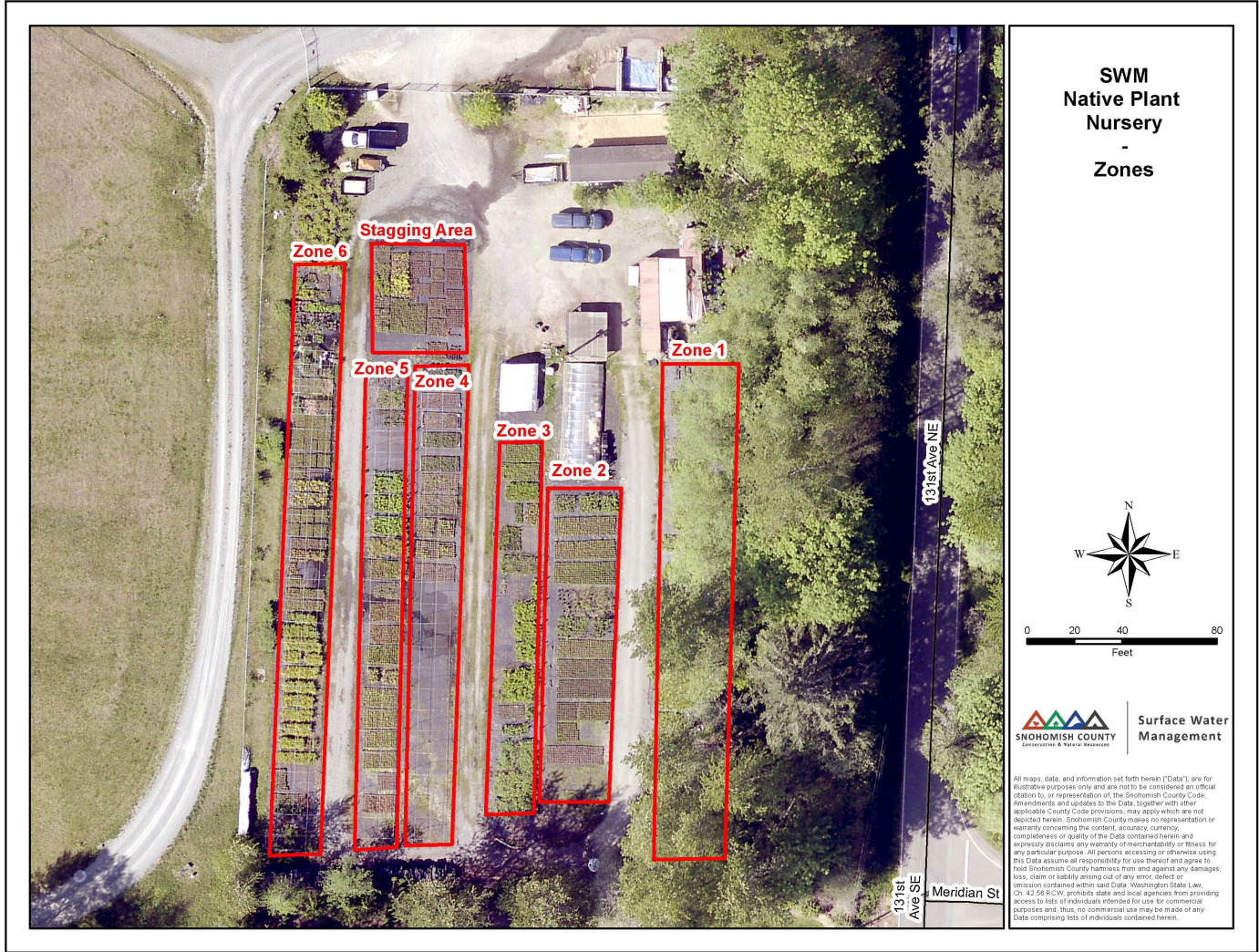
All text, data, and information contained herein ("Data") are for informational purposes only and are not to be considered an official statement or representation of the Snohomish County Code, Ordinances and Codes. In the event of any conflict between the Data and the Code, the Code shall prevail. The Data is provided "as is" without any warranty of accuracy, reliability, or quality. SNOHOMISH COUNTY makes no representation or warranty concerning the content, accuracy, reliability, or quality of the Data. Snohomish County and its employees disclaim any liability for damages or losses, for any or all purposes, arising from the use or reliance on the Data. SNOHOMISH COUNTY makes no representation or warranty of accuracy, reliability, or quality of the Data. Snohomish County and its employees disclaim any liability for damages or losses, for any or all purposes, arising from the use or reliance on the Data. SNOHOMISH COUNTY makes no representation or warranty of accuracy, reliability, or quality of the Data. Snohomish County and its employees disclaim any liability for damages or losses, for any or all purposes, arising from the use or reliance on the Data.

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EXHIBIT A CONT...  
SWM Native Plant Nursery Zones



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## EXHIBIT B

### SPECIAL TERMS & CONDITIONS

1. Assignment or transfer of License is prohibited.
2. No burning is permitted on the Premises.
3. Licensee understands that other than the lower nursery, the Premises cannot be used for long term storage of farm vehicles, equipment, or objects, such as pallets or containers, not currently being used on the property. Licensee shall not store items that collect water and cause a contamination risk.
4. No signs shall be erected on the Premises.
5. When handling chemical fertilizers or pesticides stored on the Premises, Licensee must have, or be supervised by, someone with a current Washington State Pesticide License with appropriate endorsements and the application of such chemicals is conducted in accordance with an Integrated Pesticide Management Program (IPM). Licensee shall keep a record of all chemical fertilizers and pesticides applied to the Premises, consistent with any applicable state agency rules, regulations, or policies. This record shall include the names and concentrations of chemicals applied and the method and date of application. This record shall be made available to County personnel at their request for the purpose of conducting County business. Handling and storage of fertilizers and pesticides shall comply with applicable laws and regulations.
6. The County and Licensee will continue to mark and store tools separately. Both agencies should continue to use the marking system currently used. Any changes to storage and marking systems will need to be discussed and approved by both parties. Sharing of some of the County's tools will be allowed so long as SWM's Nursery Manager is notified in advance and the loaning of the tools do not negatively affect the County's projects or work. County owned power tools and equipment shall only be used for nursery tasks or projects and shall not be removed from the Premises by the Licensee without prior permission from SWM's Nursery Manager . Tools that are damaged or destroyed while being loaned out will be replaced at Licensee's expense.

EXHIBIT C



Snohomish County

NPDES COMPLIANCE PROCEDURE

1.0 PURPOSE: This Procedure outlines responsibilities of the Licensee for consistency with 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 July 1, 2019, 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 this Licensee.

4.0 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.

5.0 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

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

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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.

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

6.6 "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.

7.0 COUNTY ACCESS: County personnel shall have reasonable access to the Premises 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 Licensee 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 Licensee 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
- Building exterior cleaning and maintenance

9.0 SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: A Licensee that engages 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 the Department of Conservation and Natural Resources at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to the Department of Conservation and Natural Resources by contacting the Department of Conservation and Natural Resources NPDES Responsible Official at (425) 388-6616 and to all appropriate agencies identified in the Licensee's 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 the Department of Conservation and Natural Resources. All revisions shall be numbered and dated and provided to the Licensee.