

LEASE FOR QUARTER MIDGET TRACK OPERATIONS AT THE EVERGREEN STATE FAIR PARK

This Lease (the "Lease") is made this 1st day of February, 2025, between Snohomish County Evergreen State Fair Park, a political subdivision of the State of Washington, hereinafter referred to as the "Lessor", and Washington Quarter Midget Association, a non-profit organization of the State of Washington, hereinafter referred to as "Lessee".

1. PREMISES. County does hereby lease to Lessee the following real property: Approximately 286,000 square fee of land located at 17405 SR2, Monroe, Washington, 98272, to include the buildings situated thereon and the surrounding land and parking area as further depicted on **Exhibit A** incorporated herein by this reference. Buildings include but are not limited to the Tower Building, Track, Playgrounds, Storage Building, Car Storage Pavilion, Merchandise Shop Building, Restrooms, Concession Stand ("Premises") and legally described as:

Assessor's Tax Parcel Number: 28063500400100.

Legal Description: See attached Exhibit A.

The Premises are to be made available for public use by Lessee associated with the uses defined in Section 4 of this Lease.

2. TERM. The term of this Lease shall commence upon full execution of the parties and end at midnight **October 31, 2029**. The Lessee may extend this Lease for one (1) additional (5) year term, subject to review and/or modification of the terms and conditions by the County; PROVIDED that any changes to the terms and conditions shall be agreed to by both parties before the Lease may be extended. If Lessee desires to exercise the extension option, it must do so by delivering written notice to the Evergreen State Fair Parks' Manager no fewer than three hundred sixty five (365) days prior to the expiration of the current agreement term. Lessee may only exercise an extension option if at the time the extension option is exercised, Lessee is not then in default under this agreement.

| TERM: Upon Lease Execution | 2022 Appraised Value | Yearly Maintenance Reduction | Yearly Amount Due |
|-------------------------------------|-----------------------------|-------------------------------------|--------------------------|
| February 1, 2025 – October 31, 2025 | \$23,290 | \$5,000 | \$18,290 |
| February 1, 2026 – October 31, 2026 | \$23,756 | \$5,100 | \$18,656 |
| February 1, 2027 – October 31, 2027 | \$24,231 | \$5,202 | \$19,029 |
| February 1, 2028 – October 31, 2028 | \$24,716 | \$5,306 | \$19,410 |
| February 1, 2029 – October 31, 2029 | \$25,210 | \$5,412 | \$19,798 |

3. RIGHT TO TERMINATE. Either party may terminate this Lease for any reason by giving the other party ninety (90) days written notice of its intent to do so. In addition, Lessor may terminate the Lease as provided in Section 20 below.

4. PAYMENTS. Lessee leases said Premises for said terms and agrees to pay yearly the following amounts:

4.A TRACK/LAND LEASE:

- a) Lease rent as described in the table in Section 2 above. This lease rent is for track/land rental only. This lease rent does not include utility expenses or other expenses.
- b) Additional fees may be assessed for use of areas outside of the approved Premise boundaries at current rates (2025: \$5 per 350sq. ft.).
- c) Lessee is responsible for payment of own utilities.

4.B WA STATE LEASEHOLD TAX:

- a) *Leasehold tax rate is assessed at 12.84% of the Premises based on 2022 appraised value.
- b) Tax may be paid in one lump sum or in four equal quarterly payments.
- c) Lessee is responsible for paying leasehold and other taxes that may be required for operation on County property.
- d) Leasehold taxes are paid to the County through the Fair Park. County then submits all leasehold taxes to the State of Washington on a quarterly basis.

4.C ADMISSION TAX:

When applicable, a five percent (5%) Admissions Tax is assessed on all admission charges as provided in chapter 4.23 of the Snohomish County Code. The collection of any Admission Tax shall be paid monthly in accordance to SCC 4.23.080 and delivered to Snohomish County Fair Park.

4.D SURFACE WATER MANAGEMENT FEES (SWM):

Surface Water Management Fees are currently assessed at \$976.00 per year or current rate. SWM Fees are paid to the County through the Fair Park.

4.E FIRE MARSHALL INSPECTION FEES:

Any activity occurring on the Fair Park shall be assessed an inspection fee covering Snohomish County Fire Marshal inspect services. Lessee will be billed monthly for Fire Marshal inspection fees at \$50.00 per hour or current rate.

4.F FOOD AND BEVERAGE SERVICES:

- a) Lessee is granted permission to establish and operate a food and beverage concession during scheduled races.
- b) Lessee is to secure, at its own expense, all applicable permits and arrange inspections for food and beverage operations with the Snohomish County Health Department and Snohomish County Fire Marshal's Office.
- c) Lessee shall submit gross sale reports and back-up documentation less sales tax and pay 20% of gross monthly food sales to the Fair Park by the 10th of each month, following the month the sales were earned.
- d) CONCESSION LEASEHOLD TAX – Monthly gross sales less sales tax are subject to WA ST Leasehold tax of 12.84% or current rate.

*The Monthly Leasehold Tax is subject to change during the term of this Lease based upon rates established by the Washington State Department of Revenue. The County shall notify Lessee in writing if Washington State Department of Revenue implements any change in the leasehold tax rate.

The total monthly payment will be sent to the following address or such other place as the County may from time to time designate in writing:

**Evergreen State Fair Park
Attention: Operations Department
14405 – 179th Ave SE
Monroe, WA 98272**

If any monthly payment of lease rent, leasehold tax, admissions tax, surface water management fees, fire marshal inspection fees, or concession leasehold tax is, at any time, fifteen (15) or more days past due, Lessee will be charged a late charge equal to a total of 1.5 percent of the monthly payment past due.

5. USE. Lessee will use and occupy the Premises for the following purposes: Lessee shall provide, sponsor, supervise and be responsible for operating a quarter midget racing program sanctioned by the Quarter Midget of America (QMA), which shall include:

- Operation and maintenance of a quarter midget racetrack recreation facility;
- Holding quarter midget competitive racing events; and
- Provision of supervised training and practice sessions, including safety inspections.
- Lessee shall further provide the following amenities and services: the sale of snacks and drinks at the concession stand, group use of area in or around the parking area of the grounds, landscaping, landscaping design, repairs and maintenance, building repairs and maintenance, general cleaning and upkeep, and general office uses (the "Permitted Uses").

Lessee agrees that in the operation of the Permitted Uses to be conducted on said Premises and in any occupancy thereof, Lessee must comply with all the laws, rules and regulations of the governments of the United States, State of Washington, and Snohomish County in which the Premises are located. Lessee will be required to properly manage the cleanliness of the Premises and in accordance with local statutes, ordinances, rules, and regulations that apply for the care and condition of the Premises.

Lessee agrees not to use any machinery or equipment on the Premises that might be injurious to the Premises or that might cause noise or vibration that would be objectionable to neighboring property owners and communities. Lessee agrees to keep the Premises clean and free of debris and will not allow accumulation of any garbage or inoperable equipment. Lessee will remove all inoperable equipment immediately from the Premises. Any equipment or supplies no longer needed or required for the use of the Premises as authorized under this Lease will be disposed of immediately or removed from the Premises. Any equipment for the uses authorized under this Lease, shall be stored in the appropriate buildings located on the Premises.

Lessee has inspected the Premises, including any structure, grounds, and access thereto, and accepts the Premises in its present condition as of the commencement date of this Lease. It is agreed that the County shall not be bound by any warranty, representation, or condition regarding the Premises except as stated in this Lease.

Upon termination of the Lease, Lessee shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit.

OTHER SPECIFICS RELATED TO LESSEE'S USE OF PREMISES:

1. **Equipment and Care of Facilities.** Lessee is responsible for care and maintenance of the track, grass and parking areas used during its activities, including provision of its own equipment, utilities, and services at Lessee's expense.
2. **Hazardous Waste.** Lessee shall not cause or permit in any manner the release of any hazardous substance, waste, pollutant, or contaminant into/upon County property. If this occurs, Lessee shall immediately contact Fair Park Management. Ultimately, Lessee shall be responsible for cleanup and liable for payment of hazardous waste cleanup and disposal, including all penalties associated with this section.
3. **Recycling Program** – Lessee shall institute and practice good recycling habits.
4. **Conduct.** Lessee shall not perform, nor permit others to perform any disorderly conduct, waste, or vandalism or commit any nuisance of 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.
5. **Facilities.** Lessee shall not construct any permanent, fixed foundation buildings on the Premises without written consent from the Fair Park and appropriate permits, insurance and other documentation is in place.
6. **Noise.** All activities shall comply with Snohomish County Code chapter 10.01 relating to noise. DBA readings shall not exceed 92 dba's measured at 75 feet beyond the Fair Park's property line under racing or practice conditions.
7. In conjunction with facility-use and QMA sanctioned Quarter Midget training programs, the Lessee shall perform the following:
 - a) When applicable, provide restroom facilities to accommodate all races and practices. If portable toilets are brought in for specific races, these shall be removed immediately following close of the specific race.
 - b) Provide liners for trash receptacles and removal from grounds of any garbage, track debris, and litter generated from the track and surrounding areas after each scheduled event.
 - c) Secure release forms from each adult participant and parent or guardian of minor participants before allowing anyone to compete on the track. Release form must include "Snohomish County, its officers, elected officials, agents and employees" within the Hold Harmless section. Release forms should be maintained on-file for a period of not less than three (3) years for adults and three (3) years after age of majority for minor participants.
 - d) Prior to each event, check to ensure that all participant's quarter midget vehicles comply with QMA regulations.
 - e) Ensure adults officiating at the event comply with QMA rules and regulations.
 - f) Lessee shall make Premises available to the Fair Park for operation during the annual Fair and special Fair Park events, excluding the race track surface.
8. **Fire Codes – Snohomish County Fire Marshal's Office (FMO) requires:**
 - a) **Fuel and Storage.** Lessee shall coordinate with the FMO and take all reasonable precautions to prevent or suppress fires and shall abide by all laws and Fire Codes regarding the storage of fuel and flammable liquids.
 - b) **Fire Extinguishers** must meet established Fire Code for type of event. Extinguishers shall remain visible at all times.
 - c) **Emergency access/exits** shall remain unencumbered and accessible at all times.

- d) Fire lane and fire hydrants must be maintained free of obstructions and visible from the roadways at all times.

6. APPROVED EVENT AND RACE DATES.

Ride Day held annually in January of each year. Also race season is defined as March 1 – September 30, with races conducted on weekends as per approved schedule. Lessee is to submit a season schedule of all events and activities to the Fair Park Manager no later than February 1, of current year, for review. Fair Park Manager will respond with revisions or approval within 15-days of receipt of schedule.

Schedule shall include work party, training, practice, and race days. Once schedule is submitted and approved, any changes to the approved schedule must be submitted to Fair Park Operations for review and approval no less than 30-days prior to additional requested dates (see Blackout / Restricted Dates).

8. RACES / PRACTICES. The hours of operation during the term of this Lease shall be:

- 9:00 am – 9:00 pm, Monday – Friday (weekdays);
- 8:30 am – 9:00 pm on Saturdays;
- 9:00 am – 8:00 pm on Sundays.

NOISE CURFEW: Track, carts and other equipment must be quiet between 9:00 pm – 8:00 am (or as noted above).

Lessee shall have access at all times to the Premises for the purposes of providing security services to the Premises, performing repairs and maintenance, stocking supplies, cleaning, management, construction, reconstruction, designing, and administrative functions.

8. BLACKOUT / RESTRICTED DATES. Premises will not be available during certain event and/or dates including the annual Fair. A schedule of blackout / restricted dates will be provided every December for the following year.

9. ALTERATIONS AND FIXTURES. Lessee agrees to make at its expense, any alterations that are required to keep in compliance with any new Federal, State, County laws and regulations required for occupancy of the Premises, including any building and fire codes. Lessee agrees that in performing any alterations, it shall comply with all provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations and shall keep the Premises in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

If any alterations are generated specifically for Lessee's Permitted Uses or to benefit customers and not for the legal occupancy of the Premises, Lessee shall pay for such alterations at its sole cost and expense. Lessee agrees to make no alterations of the Premises without the County's prior written consent, which consent shall not be unreasonably withheld. Lessee will be responsible for permitting, facilitating and constructing the alterations on behalf of Lessee. Any such alterations to the Premises shall become the property of the County with the exception of all furnishings placed therein by Lessee that can be removed without material injury to the Premises upon termination of this Lease. Lessee will repair at its sole cost and expense any damage to the Premises caused by such removal.

In performing any alterations specifically for Lessee's Permitted Uses, Lessee shall comply with all any Federal, State, County laws and regulations required for the Permitted Uses, including prevailing wage requirements, building and fire codes, and the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations, and shall keep the alterations performed by Lessee on the

Premises in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

Prior to any alterations made on behalf of Lessee's for the Permitted Uses under this Lease, Lessee shall complete a alteration form detailing the proposed alteration work and submit to the Fair Park Manager who shall review the submitted alteration form and shall have the sole right to accept or deny any alteration. In accepting any proposed changes, the Fair Park shall have the right to stipulate specific materials, means and/or impose other requirements on the activity, including, but not limited to, observation of work. Any and all alterations to the Premises shall be documented on an on-going 'as built' site drawing.

Upon termination of the Lease, the County at its sole discretion may require Lessee to remove at Lessee's sole cost and expense any alterations made to the Premises specifically for Lessee's Permitted Uses or to benefit customers not for the legal occupancy of the Premises.

10. LIENS. In the event the Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to Lessee on the Premises and contracted for or agreed to by Lessee, Lessee may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to the County.

11. INDEMNIFICATION. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the County shall not be liable for, and Lessee shall defend (unless the County waives its right to such defense, and in any event with counsel reasonably satisfactory to the County), indemnify, hold harmless and protect the County and its officers, officials, employees and agents from any claim, demand, liability, judgment, award, fine, mechanics' lien or other lien, loss, damage, expense, penalty, charge or cost of any kind or character (including actual attorney fees and court costs) which may be made, incurred or asserted by Lessee, Lessee's agents or employees, contractors, or any third parties (including but not limited to the County's agents, servants or employees), arising directly or indirectly from: (a) any labor dispute involving Lessee or its agents or contractors (but excluding labor disputes involving the County or its contractors, subcontractors, or agents); (b) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by Lessee, its contractors, agents, employees and/or customers, licensees, or invitees; (c) injury to, or death of, any person or persons or damage to, or destruction of, any property (including without limitation the costs of investigation, removal or remedial action and disposal of any hazardous or toxic substances, as such terms may be defined under any applicable federal, state, or municipal law, statute, rule or regulation) occurring in, on or about the Premises, unless it is the result of the County's gross negligence; or (d) Lessee's breach of this Lease or the acts or omissions of Lessee or its officers, directors, employees, contractors, subcontractors, or agents (the "Claims").

LESSEE HEREBY WAIVES ITS IMMUNITY WITH RESPECT TO THE COUNTY UNDER THE INDUSTRIAL INSURANCE ACT (RCW TITLE 51) AND/OR ANY EQUIVALENT ACTS AND LESSEE EXPRESSLY AGREES TO ASSUME POTENTIAL LIABILITY FOR ACTIONS BROUGHT AGAINST THE COUNTY BY LESSEE'S EMPLOYEES. THIS WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES TO THIS LEASE AND LESSEE HAS HAD THE OPPORTUNITY TO,

AND HAS BEEN ENCOURAGED TO, CONSULT WITH INDEPENDENT COUNSEL REGARDING THIS WAIVER.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Lessee. In addition, Snohomish County shall be entitled to recover from the Lessee its attorney fees, and costs incurred to enforce the provisions of this section.

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

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

12. INSURANCE.

12.1 Furnished Coverages and Limits of Liability: Lessee shall, at no expense to the County, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Lease.

- 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
 - \$ 1,000,000 Damage to Premises Rented to You
 - \$2,000,000 Liquor 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; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Lessee, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Lessee regarding this Lease, nor (2) construed as limiting the liability of any of Lessee's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

- b) **Automobile Liability insurance** at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- c) **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.
- d) **Workers' Compensation** insurance securing Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- e) **Property Insurance** under which the Lessee' furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Lessee makes to the Premises are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Lessee's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). County shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.

During such time as Lessee is engaged in the performance of the Improvements or other renovation of the Premises, the Lessee shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder's risk policy, Lessee or its contractor(s) shall be responsible for paying any deductible under the policy if Lessee or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Lessee's responsibility to properly coordinate with County Risk Management on the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

- f) **Pollution Legal Liability** – with a minimum limit of \$2,000,000 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 it equivalent to be thd CGL policy or obtain a separate pollution legal liability policy.

- g) In the event that the County deems insurance to be inadequate to protect Lessee and the County, Lessee shall increase coverages and/or liability limits as the County shall deem reasonably adequate within sixty (60) days after the date of written notice.

12.2. Terms and Conditions for Lessee's Insurance.

- a) **Snohomish County as Additional Insured:** The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "Snohomish County, its officers, officials, employees, agents and volunteers" as additional insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by or available to the County. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.
- b) **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** Lessee's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Lessee's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes Snohomish County from coverage or asserting a claim under the Lessee's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Lessee's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Lease with Snohomish County; or if applicable, and at the discretion of Snohomish County, shall serve as grounds for the County to procure or renew insurance coverage with any related costs of premiums to be repaid by Lessee or reduced and/or offset against the Lease.
- c) **Cancellation Notice:** Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the County at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The County and the Lessee mutually agree that for the purpose of RCW 48.18.290, for both liability and property insurance the County is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."
- d) **Minimum Security Requirements:** Each insurance policy required hereunder shall be (1) subject to reasonable approval by the County that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A-:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).
- e) **Deductible or Self-Insured Retention:** Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the County. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Lessee. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Lessee or a contracted third-party claims administrator,

Lessee agrees to defend and indemnify the County to the same extent as the County would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

12.3 Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to County at its notice address as evidence of the insurance coverage required to be maintained by Lessee:

- a) Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
- b) A copy of the CGL insurance policy provision(s) and endorsements expressly including Snohomish County and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;
- c) Pending receipt of the documentation specified in this Section, Lessee may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.
- d) Evidence of Insurance as set forth above, shall be issued electronically to:
Snohomish County Evergreen State Fair Park
Attn: Operations Department
14405 – 179th Ave SE
Monroe, WA 98272

The certificate holder shall be:

Snohomish County
14405 – 179th Ave SE
Monroe, WA 98272

13. 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.

14. ADJUSTMENTS OF CLAIMS: Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee, its agents, officers, employees, and invitees, under this Lease.

15. LESSEE RESPONSIBILITY: The procuring of the policies of insurance required by this Lease shall not be construed to limit Lessee's liability hereunder. Notwithstanding said insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of Lessee, or any of its agents, officers and employees or through use or occupancy of the Premises.

16. HAZARDOUS WASTE. Lessee covenants that it shall protect, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of contaminants such as: "any hazardous or toxic substance, material or waste regulated under any "Environmental Law," as that term is defined below, including, but not limited to, those substances, materials, and wastes (i) listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.10), (ii) categorized by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302), (iii) listed in the Washington Hazardous Waste Management Act (Ch. 70.105.RCW), or (iv) listed in the Model Toxics Control Act (Chs. 70.105D, 82.21 (RCW))." Contaminants upon the Premises by Lessee during the term of this Lease, including, but not limited to:

- a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.
- b) the cost, expense, or loss to County of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the County or the Premises.
- c) the expense of reporting the existence of contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs; all of which shall be paid by County when accrued.
- d) any generation, treatment, storage, release or disposal of contaminants by County, its employees or agents shall not fall within the scope of the foregoing indemnity.

17. SUBLETTING AND ASSIGNMENT. Lessee shall not sublet the whole or any part of said Premises, nor assign this Lease, or any part thereof, without the written consent of the County which consent shall not be unreasonably withheld. If consent is once given by the County to the assignment of this Lease, or any interest therein, the County shall not be barred from afterward refusing to consent any further assignment. This Lease shall not be assignable by operation of law.

Any assignment made by Lessee shall not become effective until the assignee, in writing, shall assume this Lease and agree to perform and be bound by all of the obligations of the County accruing under this Lease from and after the date of such assignment. In the event of such an assignment and assumption, the County shall remain bound by all of the obligations of the County accruing under this Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

18. CASUALTY REBUILDING CONDEMNATION. In the event all or a portion of the Premises be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the County shall decide to discontinue the operation of the Premises for the Permitted Uses, which decision shall be communicated to Lessee within thirty (30) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, County shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before

the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event the Premises are not useable as contemplated in this Lease for over ninety (90) days due to the damage, Lessee shall have the right to terminate the Lease.

If the Premises as located be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the County shall forthwith terminate and Lessee shall have no claim or interest in or to any award of damages for such taking.

19. WAIVER OF SUBROGATION. County and Lessee each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the County or Lessee in or to the Premises or any property therein. Provided, however, that if at any time either County or Lessee can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium by either County or Lessee, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

20. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to County, shall be addressed to County at:

**Snohomish County Evergreen State Fair Park
Attention: Fair Park Manager
14405 – 179th Ave SE
Monroe, WA 98272**

or if to be given to Lessee, shall be addressed to Lessee at:

**Washington Quarter Midget Association
Attention: Jeff Cannon
PO Box 1379
Monroe, WA 98272**

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

21. MAINTENANCE, MANAGEMENT AND SERVICES.

Lessee agrees to provide the following maintenance, repair and landscaping services to the Premises during the term of this Lease (*a price reduction for maintenance performed has been applied to each year of Lease; see Section 2 above*):

1. Routine maintenance of landscaping, planting of landscape and mowing in and around the Premises to include all grassy parking and RV areas as outlined on the overhead layout of the Premises included herein as Exhibit A.
2. Routine management, maintenance and repair of buildings' exterior and interior structure, building components including the building roofs, exterior walls, and foundations and operating equipment.
3. Exterior and interior painting.
4. Routine maintenance and repair of the building's interior and exterior lighting and bathroom fixtures for the Premises.
5. Garbage services to the Premises.
6. Routine removal of garbage, excessive paper, damaged or broken furnishings and debris from the Premises to eliminate accumulation.
7. Repair and replacement of flooring and carpeting.
8. Computer data cabling and operating systems and monitoring.
9. Repairs and maintenance of kitchen equipment, cabinetry, and fixtures.
10. Routine light bulb replacement.
11. Routine sink and toilet unplugging; any plumbing needs.
12. Repairs resulting from the actions of Lessee, its officers, employees, contractors, agents and/or its invitees.
13. Parking lot sweeping, resurfacing, painting/stripping, snow removal of sidewalks and parking lot. Pavement cut/patch and crack seal to be completed yearly.
14. Replacement and maintenance of parking lot lighting and RV Power facility.
15. Pest control.
16. Janitorial services.
17. Hazardous spill containment on the Premises.
18. Recycling.
19. Power, to include electric.
20. Internet.
21. Background checks to the extent required by the Lessee in the operation of their business.
22. Repairs resulting from the actions of Lessee, its officers, employees, contractors, agents and/or invitees.
23. Other maintenance as needed or necessary to keep facilities operational.

County shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of service discussed in this section beyond County's reasonable control. No temporary interruption or failure of such service incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond County's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations under this Lease.

Lessee shall pay for:

1. All cost associated with the maintenance, management and services shown as items (1) through (22) above in this Section.
2. Repair, maintenance, and monitoring of fire suppression and fire alarm system and extinguishers.
3. Maintenance of the National Pollution Discharge Elimination System (NPDES) – Storm water drainage infrastructure on the Premises as defined by the County's permit. See Exhibit B attached hereto and incorporated herein by this reference.

4. Annual Inspection of the Premises or as needed.

Lessee covenants and agrees to keep the Premises in a clean, sanitary, and safe condition as required under applicable Federal, State, County, and local statutes, laws, regulations, and rules.

Janitorial services to the Premises must be conducted routinely and in such a manner to eliminate the accumulation of mold and bodily fluids on the floors, ceilings, walls and fixtures.

The County will be allowed to regularly inspect the Premises to ensure that the facility is kept in a neat, clean and sanitary condition in order to minimize costs for repairs and maintenance to the Premises resulting from neglect and improper care of the building's interior.

22. ACCESS REPAIRS. No compensation shall be made to or claimed by Lessee from County by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the Premises and/or appurtenances. County reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by County to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the buildings unusable for the purposes of this Lease because of any action arising from the making of the repairs, maintenance or alteration to the buildings or appurtenances. Nothing herein contained shall be construed as an obligation on the part of the County to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of County, due to negligence of Lessee, its appointed or elected officials, officers, employees, or agents.

23. SIGNAGE. No signage shall be installed on Fair Park facilities without prior review and approval from Fair Park Manager. Use of Fairground's logo shall comply with Fairground's standard format. Lessee will be responsible for the permitting, maintenance, repair, painting of, and replacement of signage at its sole cost and expense.

24. INSOLVENCY. In the event that Lessee shall make an assignment for the benefit of creditors, or shall be adjudicated as bankrupt, or if a receiver is appointed for Lessee or if the property of Lessee upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, County shall have the option to terminate this Lease.

25. DEFAULT AND TERMINATION. Upon either party's failure to observe or perform any term or condition of this Lease, that failure having continued for thirty (30) days after the non-defaulting party gives written notice to cure such failure to the other party, such party shall be deemed in default. In the event of default and upon thirty (30) days written notice of termination to the party in default, the non-defaulting party may terminate this Lease. County may terminate this Lease upon ninety (90) days prior written notice to Lessee.

26. GOVERNING LAW AND VENUE. This Lease shall be governed by the laws of the State of Washington and any lawsuit regarding this Lease must be brought in Snohomish County, Washington.

27. ATTORNEY'S FEES. In the event of any action at law or in equity between County and Lessee to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful party shall recover judgment in

any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

28. NO WAIVER OF COVENANTS. No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by County of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

29. DELAYED POSSESSION. In the event of the inability of County to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this Lease, neither County or its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as County can deliver possession, and in the event that possession is delayed over ninety (90) days, Lessee shall have the right to terminate this Lease.

30. HOLDING OVER. If Lessee, with the consent, express or implied, of the County, shall hold over after the expiration of the term of this Lease, County and Lessee shall remain bound by all the terms, covenants, and leases hereof, except that the tenancy shall be one from month to month.

31. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "County" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

32. RULES. Lessee agrees to abide by the rules and regulations governing the operation of the Premises which may be made by County from time to time, and will use reasonable methods to induce customers, clients and all persons invited by Lessee onto the Premises to observe the same.

33. TAXES. Lessee shall be responsible for any personal property taxes and assessments levied or assessed against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises; provided, however, that Lessee shall conduct no activity on the Premises nor place any articles on the Premises that will increase the real property taxes levied or assessed against the Premises.

34. RECORDING. Lessee or the County shall file this Lease or a Memorandum Form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum Form of the Lease is filed for recording, each party agrees to execute and return same promptly.

35. 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.

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

36. INTERPRETATION. This Lease 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 Lease 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 Lease are used only for convenience and are not intended to affect the interpretation of the provisions of this Lease. This Lease 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.

37. SURVIVAL. Those provisions of this Lease that by their sense and purpose should survive expiration or termination of the Lease shall so survive.

38. WARRANTY OF AUTHORITY. Each signatory to this Lease represents that he or she has full and sufficient authority to execute this Lease on behalf of the County or Lessee, as the case may be, and that upon execution of this Lease it shall constitute a binding obligation of the County or Lessee, as the case may be.

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

40. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

41. PUBLIC RECORDS. This Lease and all public records associated with this Lease 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 Lessee are needed for the County to respond to a request under the Act, as determined by the County, Lessee agrees to make them promptly available to the County. If Lessee considers any portion of any record provided to the County under this Lease, whether in electronic or hard copy form, to be protected from disclosure under law, Lessee 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 Lessee 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 Lessee (a) of the request and (b) of the date that such information will be released to the requester unless Lessee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Lessee 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 Lessee to claim any exemption from disclosure under the Act. The County shall not be liable to Lessee for releasing records not clearly identified by Lessee as confidential or proprietary. The County shall not be liable to the Lessee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

42. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). The Lessee shall comply with the NPDES Compliance Procedure attached hereto and incorporated herein as **Exhibit B.**

43. EXHIBITS. Attached and hereby incorporated as a part of this Lease are the following exhibits:


Exhibit A: The Leased Premises Legal Description and Aerial Map
Exhibit C: NPDES Compliance Procedure

44. ENTIRE LEASE AND AMENDMENTS. This Lease contains all of the leases between the parties with respect to any matter covered or mentioned in the Lease, and no prior lease, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an lease in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Lease the day and year first above written.

(The rest of this page was intentionally left blank. Signature pages to follow)

LESSOR: SNOHOMISH COUNTY:


Its: Property officer Date 1/29/25

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss.

On this 29th day of JANUARY, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL JORGENSEN, to me known to be the Property officer of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

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

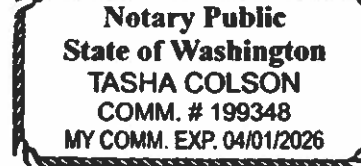
Tasha Colson

NOTARY PUBLIC in and for the State of
Washington residing at

Mukilton

04/01/2026

My commission expires



Approved as to Form:

Approved: Risk Management

Guadamud,
Rebecca

Digitally signed by Guadamud,
Rebecca
Date: 2024.12.29 17:33:06 -08'00'

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.12.30 07:10:56 -08'00'

Deputy Prosecuting Attorney Date

Sheila Barker, Risk Manager Date

(The rest of this page was intentionally left blank. Signature page to follow)

LESSEE: Washington Quarter Midget Association

BY: ~~Jeff Cannon~~ Tanya Williams



Its: President

1/9/25
Date

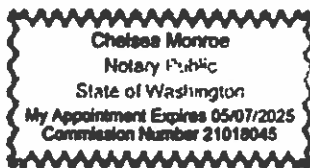
STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this 9th day of January, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tanya Williams, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Washington Quarter Midget Association, as its free and voluntary act and deed.

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



NOTARY PUBLIC in and for the State of

Washington residing at Snohomish County

My commission expires 05/07/2025

EXHIBIT A

That portion of the North half of Section 35, Township 28 North, Range 6 East, W.M., lying northerly of State Highway No. 2, described as follows:

Commencing at the East Quarter corner of said Section 35; thence $S00^{\circ}49'01''W$, along the East line thereof, 1702.10 feet, to the centerline of State Highway No. 2, being Highway Engineer's Station (HES) 731+06.40; thence $N58^{\circ}40'40''W$, along said centerline, 2015.61 feet, to a line which bears $S31^{\circ}19'20''W$, from the northwest corner of the east half of the southeast quarter of said Section 35, said intersection being HES 710+90.79; thence $N31^{\circ}19'20''E$, 90.00 feet, to the northerly margin of aforesaid State Highway No. 2, being HES 710+90.79, left 90.00 feet, and the POINT OF BEGINNING; thence $N31^{\circ}19'20''E$, 714.81 feet, to aforesaid northwest corner of the east half of the southeast quarter of Section 35; thence $S88^{\circ}33'32''E$, along the north line of said southeast quarter, 486.42 feet; thence $S22^{\circ}04'00''W$, 655.68 feet, to HES 716+18, left 400.00 feet; thence $N58^{\circ}40'40''W$, parallel with the centerline of aforesaid State Highway, 221.00 feet, to HES 713+97, left 400.00 feet; thence $S31^{\circ}19'20''W$, 310.00 feet, to the northerly margin of said State Highway, being HES 713+97, left 90.00 feet; thence $N58^{\circ}40'40''W$, along said northerly margin, 306.21 feet to the POINT OF BEGINNING.



EXHIBIT B



Snohomish County

NPDES COMPLIANCE PROCEDURE FOR ALL PARTIES UNDER CONTRACTUAL LEASES WITH SNOHOMISH COUNTY DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

1.0 **PURPOSE:** This Procedure outlines responsibilities of all parties under any contractual lease, as defined in Section 3.0, with Snohomish County Department of Conservation and Natural Resources (DCNR) 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 lease with DCNR. Contractual leases covered by this procedure include, but are not limited to, construction contracts, lease leases, facility license leases, right-of entry permits, special use permits and interlocal and interdepartmental leases.

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 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 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 DCNR at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to DCNR by contacting the DCNR 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 DCNR.